LIBER 123 PAGE 1

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

119 PARK AVENUE, BALTO. 1, MD.

Vs.

CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife

300 Nursery Road
Anne Arundel County, Md.

Docket 19 Folio 81

Case No. 13,896

Filed

IN THE

CIRCUIT COURT

FOR

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

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 23rd day of August A.D. 1956 the defendant executed and delivered to Occident Federal Savings and Loan Association of Baltimore City a mortgage upon certain fee simple property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $2,000.00 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. 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

O'Ferrall & O'Ferrall
1204 Mercantile Trust Bldg.
Baltimore 2, Md.
PL. 2 - 1226 Attorney for Plaintiff

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1960 JUL 28 AM 9:24

Petitioners Exhibit No. 1.

LIBER 128 PAGE 2

LIBER 1056 PAGE 332

13,896 Equity

This Mortgage, made this 23rd. day of August in the year one thousand nine hundred and fifty-six, between CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, 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 CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, 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 SIXTY-FOUR AND 48/100 - - - - $64.48 - - - - - - - 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.

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 CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife,

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same (according to a survey prepared by Frank Wimmer, III, Registered Surveyor #2684, dated August, 1956) at the point where the northmost side of Nursery Road is intersected by the North 22 degree 56 minute East 114.70 foot line of Lot 1, as shown on the Plat of Ridgeway Manor, filed among the Land Records of Anne Arundel County; and running thence, binding on the outline of said Ridgeway Manor, the four following courses and distances, Viz: North 22 degrees 56 minutes East 114.70 feet; North 11 degrees 24 minutes East 84.15 feet; North 62 degrees 52 minutes East 100.00 feet and South 57 degrees 54 minutes East 189.54 feet to intersect the South 30 degree 30 minutes West 290 foot, more or less, line of a conveyance from Sarah Louise Linthicum to Raymond W. Amick and Anna D. Amick, his wife, by deed dated July 28, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 532, folio 96; thence running with the said line, as referred to the true meridian, South 26 degrees 01 minute West 233.58 feet to the northmost side of the aforesaid Nursery Road; thence running with the northmost side of

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1960 JUL 28 AM 9:25

LIBER 128 PAGE 3
LIBER 1056 PAGE 333

Nursery Road, North 76 degrees 08 minutes West 35.00 feet; thence continuing with the northmost side of the said road, by a curve bearing to the right, to a point distant North 72 degrees 21 minutes West 153.15 feet; thence continuing with the northmost side of the Nursery Road, North 52 degrees 20 minutes West 36.00 feet to the place of beginning. Containing 1.37 acres of land, more or less.

BEING the same lot 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 Isabel (also known as Belle) Haberkorn to Chris Pozoulakis and Millie J. Pozoulakis, his wife.

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

To Have and to Hold the said lot 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 Mortgagors for **themselves, their** heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor **s** jointly.

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

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

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

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

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 Mortgagors.

WITNESS:

John P. O'Ferrall

Chris Pozoulakis [SEAL]
Chris Pozoulakis

Millie J. Pozoulakis [SEAL]
Millie J. Pozoulakis

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 23rd day of August, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Chris Pozoulakis and Millie J. Pozoulakis, 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.*

Rec'd for record Aug 24 1956, at 12:47 P.M.,
Mailed to O'Ferrall & O'Ferrall

M-11/59

LIBER 128 PAGE 5

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
Plaintiff

VS.

CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

Docket No. 19, Folio 81

Case No. 13896

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, that on the 7th day of July, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared William J. McCormick, Secretary of Occident Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendants ~~is~~/are not in the Military Service of the United States of America;

(2) Said Defendants ~~is~~/are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendants ~~has~~/have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants ~~is~~/are not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

[signature]
Notary Public

[signature]
William J. McCormick,

FILED
1960 JUL 28 AM 9:25

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OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife

LIBER 128 PAGE 6
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY. 13,896 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Chris Pozoulakis and Millie J. Pozoulakis, his wife,

to Occident Federal Savings and Loan Association of Baltimore City

dated the 23rd day of August, 19,56, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel/County in Liber G.T.C. No. 1056 Folio 332

Principal Amount of Mortgage	$ 9,000.00
Payments credited less expenses	584.44
	$ 8,415.56

William J. McCormick, Secretary

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 27th 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 said County 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.

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1960 JUL 28 AM 9:25

John W. Fossett
Notary Public

John W. Fossett

7

ANNE ARUNDEL
Decree in Circuit Court for ~~Baltimore~~ County.

OCCIDENT FEDERAL SAVINGS AND

LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

CHRIS POZOULAKIS and

MILLIE J. POZOULAKIS, his wife

DOCKET 19 FOLIO 81

CASE NO. 13,896

FILED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

JULY TERM, 1960

LIBER 128 PAGE 7

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 28th day of July in the year nineteen hundred and sixty by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John 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 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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 heir and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1960 JUL 28 PM 3:55

[signature]
JUDGE

8

Bond No. 3404779

Trustee's Bond

LIBER 10 PAGE 353

LIBER 128 PAGE

KNOW ALL MEN BY THESE PRESENTS:

No B. 896 E9

THAT WE John P. O'Ferrall 1204 Mercantile Trust Building, Baltimore, Maryland as principal, and Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 7th day of September 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 300 Nursery Road, 5th Election District of Anne Arundel County mentioned in the proceedings in the case of Occident Federal Savings and Loan Association of Baltimore City vs. Chris Pozoulakis and Millie J. Pozoulakis (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.

Alfred J. O'Ferrall III

Signed, sealed and delivered in the presence of

Janice Lee Warner

Janice Lee Warner

John P. O'Ferrall (SEAL)

(SEAL)

Hartford Accident and Indemnity Company (SEAL)

E. M. Keyser, Attorney-in-Fact (SEAL)

State of Maryland, Baltimore City, sct:

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 7th day of September, 1960

Hartford Accident and Indemnity Company

By: R. E. Young, *Vice President*

ATTEST: J. J. O'Loughlin, *Assistant Secretary*

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

September 7, 1960

Hartford Accident and Indemnity Company

Bond approved this 6 day of September 1960

FILED

George T. Cromwell 1960 Clerk

SEP -6 AM 8:00

J. J. O'Loughlin *Assistant Secretary*

9

O'FERRALL & O'FERRALL
Solicitors
1204 Mercantile Trust B ng
Baltimore 2, Maryla.

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 300 NURSERY ROAD RIDGEWAY MANOR, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court of Anne Arundel County in Equity (No. 13896) entitled "Occident Federal Savings & Loan Association of Baltimore City vs. Chris Pozoulakis and Millie J. Pozoulakis, his wife" Dockat (19), folio (81), the undersigned Trustee will sell at public auction, on the premises, on

WEDNESDAY, SEPT. 7, 1960 AT 2 O'CLOCK P.M.

All that lot of ground and premises situate and lying in Anne Arundel County and described as follows:

Beginning for the same (according to a survey prepared by Frank Wimmer, III, Registered Surveyor No. 2684, dated August, 1956) at the point where the northmost side of Nursery Road is intersected by the north 22 degrees 56 minutes east 114.70 foot line of Lot 1, as shown on the Plat of Ridgeway Manor, filed among the Land Records of Anne Arundel County; and running thence, binding on the outline of said Ridgeway Manor, the four following courses and distances, Viz: north 22 degrees 56 minutes east 114.70 feet; north 11 degrees 24 minutes east 84.15 feet, north 62 degrees 52 minutes east 100.00 feet and south 57 degrees 54 minutes east 189.54 feet to intersect the south 30 degrees 30 minutes west 290 foot, more or less, line of conveyance from Sarah Louise Linthicum to Raymond W. Amick and Anna D. Amick, his wife, by deed dated July 28, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 532, folio 98, thence running with the said line, as referred to the true meridan, south 26 degrees 01 minuta west 960 233.58 feet to the northmost side of the aforesaid Nursery Road; thence running with the northmost side of Nursery Road, north 76 08 minutes west 35.00 feet; thence continuing with the northmost side of the said road, by a curve bearing to the right, to a point distant north 72 degrees 21 minutes west 153.15 feet; thence continuing with the northmost side of the Nursery Road, north 52 degrees 20 minutes west 36.00 feet to the place of beginning. Containing 1.37 acres of land, more or less. The improvements thereon being known as No. 300 Nursery Road.

In Fee Simple.

Improved by a two-story shingle cottage.

TERMS OF SALE: Cash, upon ratification of sala by the Circuit Court for Anne Arundel County. A deposit of $750.00 will be required of the purchaser at the time 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

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 6

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 1, 19 60

We hereby certify, that the annexed

Trustee's Sale

Eq 13,896

Chris Pozoulakis

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 September, 19 60. The first insertion being made the 11th day of August, 19 60.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

SEP -2 PM 1:45 By H Tilghman

10

Occident Federal Savings & Loan Association of Baltimore City	:	IN THE
	:	CIRCUIT COURT OF
VS	:	ANNE ARUNDEL COUNTY
	:	In Equity (No. 13896)
Chris Pozoulakis and Millie J. Pozoulakis, his wife,	:	Docket (19) Folio 81

::::::::::

LIBER 123 PAGE 10

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 7th day of September 1960, sold the property described in the attached advertisement of sale at and for the sum of Sixty Six Hundred ($6600.00) to Henry J. Weber, being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A. J. BILLIG & CO.

By Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 7th day of September, 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 Sixty Six Hundred ($6600.00), and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Henry J. Weber
Purchaser

Test: [illegible] Michael J. [illegible]

FILED

1960 SEP -9 AM 10:55

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LIBER 128 PAGE 11

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
VS.	:	CIRCUIT COURT FOR
CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	Docket 19, Folio 81
	:	Case No. 13896

REPORT OF SALE

TO THE HONORALBE, THE JUDGE OF SAID COURT:

The report of sale of John P. O'Ferrall, Trustee, appointed by Decree in the above entitled cause to make sale of the fee simple property No. 300 Nursery Road, Ridgeway Manor, Fifth Election District, Anne Arundel County, 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, amnner 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 Wednesday, September 7, 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 Henry John Weber, Michael J. Lenick, Henry A. Fischer and Dennis P. Murphy, at and for the sum of SIX THOUSAND SIX HUNDRED DOLLARS ($6,600.00), they being then and there the highest bidders therefore.

The terms of sale being cash, upon ratification of the sale.

Respectfully submitted,

John P. O'Ferrall, Trustee

FILED

1960 SEP -9 AM 10:55

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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, That on this 8 day of ~~April~~ September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John P. O'Ferrall, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report are true and correct as therein set forth.

As Witness my hand and Notarial Seal.

Edward W. Mozarski
Notary Public.

O'FERRALL & O'FERRALL
Solicitors
1204 Mercantile Trust Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 300 NURSERY ROAD RIDGEWAY MANOR, • FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court of Anne Arundel County in Equity (No. 13896) entitled "Occident Federal Savings & Loan Association of Baltimore City vs. Chris Pozoulakis and Millie J. Pozoulakis, his wife" Docket (19), folio (81), the undersigned Trustee will sell at public auction, on the premises, on

WEDNESDAY, SEPT. 7, 1960 AT 2 O'CLOCK P.M.

All that lot of ground and premises situate and lying in Anne Arundel County and described as follows:

Beginning for the same (according to a survey prepared by Frank Wimmer, III, Registered Surveyor No. 2684, dated August, 1956) at the point where the northmost side of Nursery Road is intersected by the north 22 degrees 56 minutes east 114.70 foot line of Lot 1, as shown on the Plat of Ridgeway Manor, filed among the Land Records of Anne Arundel County; and running thence, binding on the outline of said Ridgeway Manor, the four following courses and distances, viz: north 22 degrees 56 minutes east 114.70 feet; north 11 degrees 24 minutes east 84.15 feet, north 62 degrees 52 minutes east 100.00 feet and south 57 degrees 54 minutes east 189.54 feet to intersect the south 30 degrees 30 minutes west 290 foot, more or less, line of conveyance from Sarah Louise Linthicum to Raymond W. Amick and Anna D. Amick, his wife, by deed dated July 28, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 532, folio 96, thence running with the said line, as referred to the true meridan, south 26 degrees 01 minute west 233.58 feet to the northmost side of the aforesaid Nursery Road; thence running with the northmost side of Nursery Road, north 76 08 minutes west 35.00 feet; thence continuing with the northmost side of the said road, by a curve bearing to the right, to a point distant north 72 degrees 21 minutes west 153.15 feet; thence continuing with the northmost side of the Nursery Road, north 52 degrees 20 minutes west 36.00 feet to the place of beginning. Containing 1.37 acres of land, more or less. The improvements thereon being known as No. 300 Nursery Road.

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In Fee Simple.
Improved by a two-story 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 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'FERRALLL
Trustee
A. J. BILLIG & CO.
Auctioneer

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LIBER 128 PAGE 13

ORDER NISI

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,896 Equity

Ordered, this 9th day of September, 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 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 $ 6,600.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 SEP-9 AM 10:55

TEST: _____ Clerk.

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 10th day of November, 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.

D. Brue Duckett
JUDGE.

14

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 14

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 13,896

Chris Pozoulakis

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 17th day of October, 1960. The first insertion being made the 5th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,896 Equity

Occident Federal Savings and Loan Association of Baltimore City

Vs

CHRIS POZOULAKIS and MILLIE J. POZOULAKIS, his wife

Ordered, this 9th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee BE RATIFIED AND CONFORMED, 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 $6,600.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

O-6

FILED

No. M. G. 17097 1960 OCT 10 AM 9:57

15

LIBER 128 PAGE 15

In the Case of

Occident Federal Savings and Loan Association of Baltimore City

vs.

Chris Pozoulakis

and

Millie J. Pozoulakis, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,896 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. Gibbons
Auditor.

November 21, 1960

FILED

1960 NOV 23 AM 11:19

16

Dr. in ac.

Occident Federal Savings and Loan Association of Baltimore City
vs. Chris Pozoulakis and Millie J. Pozoulakis, his wife

To Trustee for Commissions, viz:	229	63		
To Trustee for Fee, viz:	100	00	329	63
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	13	50	52	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	84	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	31	10		
Hartford Accident & Indemnity Co.-bond premium	36	00		
A.J. Billig & Co. - auctioneer's fee	225	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Edward W. Mozowski - notary fee		50	415	15
To Trustee for Benefit Charges, viz:				
Metered water due 9/1/60	36	45		
Metered water to 9/7/60		71	37	16
To Occident Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,926	45	5,926	45
			6,761	14
Amount of mortgage claim filed	8,415	56		
Cr. Amount allowed above	5,926	45		
Balance subject to decree in personam with interest	2,489	11		

17

with John P. O'Ferrall, Trustee Cr.

1960						
Sept.	7	Proceeds of Sale	6,600	00		
		Interest on deferred payment of $5,850.00 to 11/8/60	54	39	6,654	39
		Refund 1960 State and County taxes ($126.04) - 3 months 23 days	39	56		
		Refund 1960 water and sewer benefit charges ($92.50) - 3 months 23 days	29	02		
		Refund fire insurance premium	38	17	106	75
					6,761	14

ORDER NISI

LIBER 128 PAGE 18

Occident Federal Savings and Loan Association of Baltimore City

VERSUS

Chris Pozoulakis

and

Millie J. Pozoulakis, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,896 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 ~~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 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, 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.

FILED

1961 JAN -9 PM 3:50

O. Brice Duckett

1960 NOV 23 AM 11:19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,896 Equity
OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
versus
CHRIS POZOULAKIS and MILLIE J. POZOULAKIS 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1961

We hereby certify, that the annexed

Order Nisi Eq 13,896

Auditor Account

Chris Pozoulakis

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

1961 JAN -6 PM 12

No. M. G.

20

LIBER 128 PAGE 20

DOROTHEA H. CHEW, Guardian of WILLIAM F. CHEW III and JUDITH JEANNE CHEW	:	IN THE CIRCUIT COURT FOR
vs.	:	BALTIMORE COUNTY
WILLIAM F. CHEW III, A Minor and JUDITH JEANNE CHEW A Minor	:	IN EQUITY Docket 68/335 44375

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That the aforegoing is a true carbon copy taken from the original Petition to Sell Infants' Real Estate with photostatic copies of Exhibits A & B filed June 16, 1960, together with Photostatic copies of Decree filed July 27, 1960, Report of Sale filed October 28, 1960, Order of Nisi filed October 28, 1960, Certificate of Publication filed November 28, 1960 and Final Ratification filed December 5, 1960.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 4th day of January 1961.

Walter J. Rasmussen
Clerk of the Circuit Court
for Baltimore County.

1-56—1M.

Dorothea H. Chew, Guardian of
William F. Chew III & Judith Jeanne Chew
vs.
William F. Chew III, A Minor and
Judith Jeanne Chew, A Minor

IN THE

Circuit Court for Baltimore County

SITTING IN EQUITY

ORDERED, By the Circuit Court for Baltimore County, this 5th day of ~~November~~ Sept., 1960 that the sale made by Dorothea H. Chew Guardian

~~Trustee~~ for the sale of the Ground Rents described in the proceedings in the above entitled cause, and reported by said Guardian to this Court on the 28th day of October, 1960, 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 that the Guardian be allowed the usual commissions and all proper expenses for which she shall produce vouchers to the Auditor.

FILED DEC 9 - 1960

(11)

LIBER 125 PAGE 22

CERTIFICATE OF PUBLICATION

E. Samuel Jett, Attorney
433 Title Building, Baltimore 2, Md.

ORDER NISI

DOROTHEA H. CHEW,
Guardian of
WILLIAM F. CHEW, III, Et Al.
Vs.
WILLIAM H. CHEW III,
A Minor;
JUDITH JEANNE CHEW, A Minor

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY, IN EQUITY
44375—68/335

ORDERED, By the Circuit Court for Baltimore County, this 28th day of October, 1960, that the sale made and reported by Dorothea H. Chew, Guardian, for the sale of the property described in the proceedings in the above entitled cause be ratified and confirmed, unless cause to the contrary thereof be shown,

On or before the 28th day of November, 1960;

Provided a copy of this Order be inserted in some newspaper printed and published in Baltimore County, once in each of three successive weeks before the said 28th day of November, 1960.

The report states the amount of sales to be $93,300.00 plus rents accrued to date of settlement.

WALTER J. RASMUSSEN, Clerk.

True Copy—Test:
WALTER J. RASMUSSEN, Clerk.

Nov. 4-11-18-25.

TOWSON, MD., November 25, 1960.

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., once in each of 3 successive weeks before the 28th day of November, 1960, the first publication appearing on the 4th day of November 1960.

THE JEFFERSONIAN,

Frank Thrasher
Manager.

Cost of Advertisement, $_____.

(10) E

FILED NOV 28 1960

LIBER 128 PAGE 23

DOROTHEA H. CHEW, Guardian of
WILLIAM F. CHEW, III, et al.
VS.
WILLIAM F. CHEW, III, A Minor
JUDITH JEANNE CHEW, A Minor.

IN THE

Circuit Court for Baltimore County

IN EQUITY

ORDERED, By the Circuit Court for Baltimore County, this 28th day of October 1960, that the sale made and reported by Dorothea H. Chew, Guardian for the sale of the property described in the proceedings in the above entitled cause

be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 28th day of November 1960

Provided a copy of this order be inserted in some newspaper printed and published in Baltimore County, once in each of three successive weeks before the said 28th day of November 1960

The report states the amount of sale to be $93,300.00 plus rents accrued to date of settlement.

Walter J. Rasmussen Clerk.

True Copy—Test:

(9)

FILED OCT 28 1960 Clerk.

LIBER 123 PAGE 24

DOROTHEA H. CHEW, Guardian of WILLIAM F. CHEW, III and JUDITH JEANNE CHEW	IN THE CIRCUIT COURT
	FOR BALTIMORE COUNTY
Vs.	IN EQUITY
WILLIAM F. CHEW, III, A Minor, And JUDITH JEANNE CHEW, A Minor	DOCKET 68 FOLIO 335
	CASE NO. 44375

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALTIMORE COUNTY:

The Report of Sale of Dorothea H. Chew, Guardian, respectfully represents unto your Honor:

1. That pursuant to a Decree of this Honorable Court dated the 27th day of July, 1960, she was authorized to make sale of the ground rents owned by the infant, William F. Chew, III, described, identified and listed in the above proceedings as Petitioner's Examiner's Exhibit No. 1; and she was further authorized to make sale of the ground rents owned by the infant, Judith Jeanne Chew, described, identified and listed in the above proceedings as Petitioner's Examiner's Exhibit No. 2.

2. That pursuant to the authority conferred upon her by virtue of the Decree of this Honorable Court dated July 27, 1960, she did sell all of the ground rents described, identified and listed as Petitioner's Examiner's Exhibit No. 1 to the Savings Bank of Baltimore, being twenty-nine annual ground rents having a total par value of Fifty-One Thousand Two Hundred Dollars ($51,200.00), for the par value of said ground rents plus rents accrued to date of settlement.

3. That pursuant to the authority conferred upon her by virtue of the Decree of this Honorable Court dated July 27, 1960, she did sell all of the ground rents described, identified and listed as Petitioner's Examiner's Exhibit No. 2 to the Savings Bank of Baltimore, being twenty-four annual ground rents having a total par value of Forty-Two Thousand One Hundred Dollars ($42,100.00), for the par value of said ground rents plus rents accrued to date of settlement.

4. That said sale of said ground rents was for a fair and just consideration and was fairly made.

Dorothea H. Chew

Dorothea H. Chew , Guardian

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this day of , 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Dorothea H. Chew, Guardian, and made oath that the facts set forth in the aforegoing 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,

Joseph H. Tobb

Notary Public

LIBER 125 PAGE 20

DOROTHEA H. CHEW, Guardian of WILLIAM F. CHEW, III and JUDITH JEANNE CHEW	:	IN THE CIRCUIT COURT
	:	FOR BALTIMORE COUNTY
VS.	:	IN EQUITY
WILLIAM F. CHEW, III, A Minor, and JUDITH JEANNE CHEW, A Minor	:	DOCKET 68 FOLIO 335
	:	CASE NO. 44375

: : : : : : :

D E C R E E

This cause standing ready for hearing and being submitted, the Petition, Answer of Guardian Ad Litem, Testimony, Exhibits and all other proceedings were by the Court read and considered.

It is thereupon this 27th day of July, 1960, by the Circuit Court for Baltimore County, in Equity, ADJUDGED, ORDERED and DECREED that Dorothea H. Chew, duly appointed by the Orphans' Court of Baltimore County as Guardian of the Estate of William F. Chew, III, an Infant, be and she is hereby authorized to sell all of the ground rents mentioned, described, identified and listed in "Petitioner's Examiner's Exhibit No. 1" which is filed with the testimony in this cause of action; that each and every ground rent shall be sold at a price not less than the valuation of said rent as indicated on said Exhibit and representing the six per cent. capitalization of the annual rent required to be paid on said property; and

It is further ADJUDGED, ORDERED and DECREED that Dorothea H. Chew, duly appointed by the Orphans' Court of Baltimore County as Guardian of the Estate of Judith Jeanne Chew, an Infant, be and she is hereby authorized to sell all of the ground rents mentioned, described, identified and listed in "Petitioner's Examiner's Exhibit No. 2" which is filed with the testimony in this cause of action; that each and every ground rent shall be sold at a price not less than the valuation of said rent as indicated on said Exhibit and representing the

FILED JUL 27 1960

six per cent. capitalization of the annual rent required to be paid on said property; and

It is further ADJUDGED, ORDERED and DECREED that the said Dorothea H. Chew, Guardian as aforesaid, shall return to this Court a full and particular account of her proceeding relative to the sales of said ground rents with an affidavit annexed thereto of the truth thereof and of the fairness of said sale; that upon final ratification of said sales by this Court and upon payment of the entire purchase price, including interest at six per cent. to the date of settlement (and not before), said Guardian (in her capacity as Guardian for William F. Chew, III or Judith Jeanne Chew, Infants, as the case may be) shall, by a good and sufficient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the ground rents, property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Plaintiff or Defendant, and those claiming by, from or under them or any of them; and

It is further ADJUDGED, ORDERED and DECREED that said Guardian as aforesaid shall bring into this Court the money arising from said sales to be distributed under the direction of this Court, after deducting the costs of this suit and such other expenses as this Court shall deem proper to allow.

Approved for Decree.

JUDGE

MASTER

WILLIAM F. CHEW

BALTIMORE 8, MD.

LIBER 128 PAGE 28

NET WORTH STATEMENT OF WILLIAM FRANKLIN CHEW, III,
MINOR AS AT FEBRUARY 29, 1960

Fidelity Baltimore National Bank - Cash on Hand		$ 678.56
Pikesville Federal Savings & Loan Assoc.		716.56
Insurance - Pacific Life Insurance Co. - (Cash Surrender - 2 years)		399.70
Investment - Stock - Stone Contractors, Inc.		100.00
Ground Rents -		
Purchases	$ 27,700.00	
Gift from William F. & Dorothea H. Chew	22,400.00	
	50,100.00	
Redemptions	1,600.00	
		* 48,500.00
NET WORTH -		$ 50,394.82

* Ground Rent Information -

1	@	$1,200.00
4	@	1,500.00
19	@	1,600.00
5	@	2,000.00
1	@	2,500.00
		$ 50,100.00
Less Redemptions		1,600.00
Net		$ 48,500.00

9

WILLIAM F. CHEW
BALTIMORE 9, MD.
HUNTER 6-8000

LIBER 128 PAGE 29

NET WORTH STATEMENT OF JUDITH JEANNE CHEW
AS AT FEBRUARY 29, 1960

Fidelity Baltimore National Bank - Cash on Hand		$ 3,496.02
Pikesville Federal Savings & Loan Assoc.		338.16
Insurance - Pacific Life Insurance Co. - (Cash Surrender - 2 years)		344.60
Investment - Stock - Stone Contractors, Inc.		100.00
Ground Rents -		
Purchases	$ 23,800.00	
Gifts from William F. & Dorothea H. Chew	21,200.00	
	45,000.00	
Redemptions	4,700.00	
		o 40,300.00
NET WORTH -		$ 44,578.78

o Ground Rent Information - 1 @ $1,400.00
4 @ 1,500.00
16 @ 1,600.00
1 @ 2,000.00

	$ 45,000.00
Less Redemptions	4,700.00
Net	$ 40,300.00

10

DOROTHEA H. CHEW, GUARDIAN of WILLIAM F. CHEW, III and JUDITH JEANNE CHEW	*	IN THE
	*	CIRCUIT COURT
vs.	*	OF
WILLIAM F. CHEW, III, A Minor, and JUDITH JEANNE CHEW, A Minor	*	BALTIMORE COUNTY

LIBER 1283 PAGE 30

PETITION TO SELL INFANTS' REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Dorothea H. Chew, Guardian of William F. Chew III, a minor, and Judith Jeanne Chew, a minor, respectfully shows unto your Honor:

1. That she is the mother of the infant defendants, and that by order of the Orphans Court of Baltimore County, dated December 31, 1952, she was appointed guardian for said infants' estates.

2. That in the course of the guardianship, the said Dorothea H. Chew and her husband, William F. Chew, have made substantial gifts to the estates of the infants, which monies have been invested by your Petitioner as Guardian, subject to the supervision of the Orphans Court of Baltimore County.

3. That the estates of the infants have increased and at present the net worth of the estate of William F. Chew, III, is approximately $50,000.00, as per net worth statement attached hereto as Exhibit A; and the estate of Judith Jeanne Chew has a net worth of approximately $44,000.00, as per net worth statement attached hereto as Exhibit B.

4. That as will appear from such Exhibits A and B, the estates of the infants are invested in stock, bank deposits, and ground rents. The present ground rents which are held by the infants are all expired ground rents, and are subject to redemption at any time, some of the rents heretofore held by the infants having been redeemed prior hereto, and the monies reinvested under order of the Orphans Court of Baltimore County.

5. That your Petitioner and her husband, William F. Chew, the parents of the minor defendants, are possessed of ample means, and she believes it to be to the benefit and advantage of the minor defendants that the real estate owned by

FILED JUN 16 1960

11

them be sold and proceeds of such sale turned over to her as Guardian to be invested, subject to the order of the Orphans Court of Baltimore County.

6. That she has discussed the sale of the infants' investments with the Judges of the Orphans Court and has secured their approval to said sale.

7. That the infant William F. Chew, III, is Thirteen (13) years of age, and is residing with his parents, and the infant Judith Joanne Chew is Eleven (11) years of age, and is residing with her parents.

To the end, therefore,

1. That said real estate may be sold and the proceeds thereof reinvested under authority of this court, or turned over to your Petitioner to be invested as Guardian under authority of the Orphans Court of Baltimore County.

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

May it please your Honor to grant unto your Petitioner the writ of subpoena, granted unto the said William F. Chew, III, and Judith Jeanne Chew, infants, all residing at Owings Mills, in said Baltimore County, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.,

/S/ R. Samuel Jett

R. Samuel Jett - Solicitor
433 Title Building, Baltimore 2

/S/ Dorothea H. Chew,

Dorothea H. Chew, Guardian

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 10th day of June, 1960, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Dorothea H. Chew, Guardian, and stated that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

WITNESS my hand and seal.

(Notarial Seal)

/S/ Joseph G. Robl

Joseph G. Robl - Notary Public

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 copy of the original **Docket Entries** taken from the records of the said Circuit Court for Baltimore County as recorded in Liber **WJR** No. 68 , Folio 335 , **Case 44375** one of the **Equity** Records of Baltimore County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of said Court, this **6th** day of **January** A.D. 19**61** .

Walter J. Rasmussen

CLERK of the Circuit Court
for Baltimore County

1961 JAN 11

LIBER 128 PAGE 33

DOROTHEA H. CHEW Guardian of William F. Chew III and Judith Jeanne Chew	:	IN THE CIRCUIT COURT FOR BALTIMORE COUNTY
vs.	:	Equity WJR 68/335 44375
WILLIAM F. CHEW III, A Minor and JUDITH JEANNE CHEW, A Minor	:	Equity No. 14,170.

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

DOCKET ENTRIES

June 16, 1960 Petition to sell infants' real estate. Affdt, Exhibits A & B, App. of R. Samuel Jett, Atty. for Petitioner fd. Spnas issued, 4 copies Spnas and Petitions & Exhibits sent.

June 29, 1960 Summoned Wm. F. Chew III & Judith Jeanne Chew, Minors this 21st day of June, 1960 by reading Spna, Pet. & Affdt. to Wm. F. Chew III & Judith Jeanne Chew, Minors & a copy of Spna, Pet. & Affdt. left with Wm. F. Chew III & Judith Jeanne Chew, Minors & a copy of Spna, Pet. & Affdt left with William F. Chew, Jr., father of said Infts. Shff's ret. fd.

July 1, 1960 Petition & Order of Court appointing W. Haughton Whiteford guardian ad litem fd.

July 1, 1960 Answer of Wm. F. Chew III & Judith Jeanne Chew, Minors by W. Haughton Whiteford, Guardian ad litem, fd.

July 22, 1960 Testimony, Report of Master & Examiner & Exhibits #1 & #2 fd.

July 27, 1960 Decree authorizing sale of ground rents filed.

Nov. 28, 1960 Certificate of Publication of Order Nisi fd.

Dec. 5, 1960 Report of Sale finally ratified & confirmed Order fd.

14

LIBER 128 PAGE 34

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
ELSIE R. SANFORD O'NEILL and FRANK F. O'NEILL, JR., her husband	:	ANNE ARUNDEL COUNTY No. 13,927 Equity

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

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named ~~in~~ Mortgage

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

FILED

1960 AUG 17 AM 10:02

80269

LIBER 128 PAGE 35

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

LIBER 1010 PAGE 125

"PETITIONER'S EXHIBIT A"

MORTGAGE

No. 13927 Equity

This Mortgage, made this 15th day of March, A. D. 1956, by and between ELSIE R. SANFORD O'NEILL and FRANK F. O'NEILL, JR., her husband,

of Anne Arundel County- - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION- - , a body corporate, duly incorporated - - - - - - - - - - - - - - - - - -
~~corporation organized and existing under the laws of the~~
hereinafter called the Mortgagee.

Whereas, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND THREE HUNDRED AND FIFTY- - - - - - - - - Dollars ($10,350.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half- - -per centum (4½ %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION- - -, in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS- - - - - - ~~Dollars~~ ($ 57.54), commencing on the first day of April - - - - - -, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March - - - - - -, 1981. 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:

BEGINNING for the same at a pipe set where the division line between Lot 30 and 31 intersects the south side of Winding Woods Way as shown on Plat D of Brookfield on the Magothy; and running from said beginning point with said division line, south seven degrees fifty-one minutes ten seconds west, two hundred and twenty-six and sixteen one-hundredths feet; thence with the rear line of Lots 31 and 32, south sixty-two degrees forty-six minutes west, one hundred and sixty-seven and twenty-four one hundredths feet thence crossing part of Lots 32 and 31, establishing a new division line between said lots, north twenty-three degrees forty-nine minutes forty seconds east, three hundred and thirty-six and twenty-six one hundredths feet to the south side of Winding Woods Way; thence with the arc of a curve whose radius is one hundred and forty feet, in an easterly direction, for a distance of forty-four and fifty-two one hundredths feet to the place of beginning.

Being part of Lots 31 and 32 Plat D as recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 13; and as surveyed by J.R. McCrone, Jr. Inc. Registered Engineers and Land Surveyors, in July, 1955, said lot being situate on the south side of Winding Woods Way.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by ROWILL TITLE HOLDING CORPORATION, to ELSIE R. SANFORD O'NEILL and FRANK F. O'NEILL, JR., her husband, the within Mortgagors.

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1960 AUG 17 AM 10:03

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

16—49990-7

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $90.00, 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.

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 deficieney, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

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

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

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

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

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

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

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

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

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

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

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

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

Witness: Samuel J. Oddo
SAMUEL J. ODDO

Elsie R. Sanford O'Neill [SEAL]
ELSIE R. SANFORD O'NEILL

[SEAL]
FRANK F. O'NEILL, JR.

Frank F. O'Neill [SEAL]

[SEAL]

LIBER 128 PAGE 38

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1010 PAGE 129

I HEREBY CERTIFY, That on this 15th day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore - - - - aforesaid, personally appeared ELSIE R. SANFORD O'NEILL and FRANK F. O'NEILL, JR., her husband- - - - - the above named Mortgagors, and they- - - - acknowledged the foregoing mortgage to be their - - - - - - - - - - - - - - act.

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

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

SAMUEL J. ODDO NOTARY PUBLIC BALTIMORE, MD.

Samuel J. Oddo
SAMUEL J. ODDO Notary Public.

My commission expires May 6th, 1957.

Rec'd for record Mar. 20 1956 at 11.15 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE NO. 3/6
WRITTEN BY J.J.
FORM APPROVED Rm
READY FOR RECORD

STATE OF MARYLAND

Mortgage

FROM

ELSIE R. SANFORD O'NEILL and
FRANK F. O'NEILL, JR., her husband

TO

FRATERNITY FEDERAL SAVINGS AND
LOAN ASSOCIATION

S.S. WINDING WOODSWAY

Received for Record 20 MARCH 1956, at 1115 o'clock A M.
Same day recorded in Liber GTC No. 1010 Folio 125 &c., one of the Land Records of AA Co.
and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record, $ 14.50

U.S. GOVERNMENT PRINTING OFFICE 16—

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

LIBER 128 PAGE 39

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
ELSIE R. SANFORD O'NEILL and	:	ANNE ARUNDEL COUNTY
FRANK F. O'NEILL, JR., her husband	:	No. 13927 Equity

: : : : : : : :

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband, to Fraternity Federal Savings and Loan Association dated March 15, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 125.

Elsie R. Sanford O'Neill & Husband
Lots 31 and 32 Plat D
S/S Winding Woods Way
Anne Arundel County, Maryland

August 11, 1960

Original amount of loan	$10,350.00
Interest through August	1,965.71
Ground Rent	360.00
Taxes	591.03
Fire Insurance	218.12
	$13,484.86
Less payments	3,627.23
Balance due on loan	$ 9,857.63

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
WILLIAM G. RIGGS, Secretary

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

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 of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

FILED

1960 AUG 17 AM 10:02

LIBER 128 PAGE 40

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
ELSIE R. SANFORD O'NEILL and	:	ANNE ARUNDEL COUNTY
FRANK F. O'NEILL, JR., her husband	:	No. 13,927 Equity

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

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

On this 22nd day of September 1960 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED
1960 SEP 23 AM 10:14

7

Fidelity and Deposit Company

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

LIBER 128 PAGE 41
LIBER 111 PAGE 367

No. 13927 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND FOUR HUNDRED AND 00/100 ($10,400.00) - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of September in the year of our Lord 1960

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband to Fraternity Federal Savings and Loan Association bearing date the 15th day of March, 1956 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No 1010 Folio 125 and William C. Rogers is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C. MOORE

William C. Rogers (SEAL)
William C. Rogers

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

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

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

FILED
1960 SEP 23 AM 10:14

Bond approved this 23 day of September 1960

George T. Cromwell, Clerk 8.

LIBER 128 PAGE 42

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

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

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

AT BROOKFIELD ON THE MAGOTHY; THIRD ELECTION DISTRICT ANNE ARUNDEL COUNTY.

Under and by virtue of the power of sale contained in a Mortgage from Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband, to Fraternity Federal Savings and Loan Association, dated March 15, 1956 and r e c o r d e d among the Land Records of Anne Arundel County in Liber GTC No. 1010, folio 125, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, September 24, 1960

AT 11:15 A. M.

That property at Brookfield on the Magothy described as follows: Beginning for the same at a pipe set where the division line between Lot 30 and 31 intersects the south side of Winding Woods Way as shown on P l a t D of Brookfield on the Magothy; and running from said beginning point with said division line, South 7° 51' 10" West 226.16 feet; thence with the rear line of Lots 31 and 32, South 62° 46' West 167.24 feet thence crossing parts of L o t s 32 and 31, establishing a new division line between said lots North 23° 49' 40" East 336.26 feet to the South side of Winding Woods Way; thence with the arc of a curve whose radius is 140 feet, in an easterly direction, for a distance of 44.52 feet to the p l a c e of beginning. Being part of Lots 31 and 32 Plat D as recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 13; said lot being situate on the South side of Winding Woods Way. Being the same property conveyed by D e e d of Assignment from Rowill Title Holding Corporation to the Mortgagors, dated March 15, 1956 and recorded in GTC 1010 folio 122.

Subject to an annual ground rent of $90; subject, also to the legal operation and effect of pole agreements and restrictions of record.

IMPROVEMENTS: One-story frame dwelling; 5 rooms and bath; hot-air oil heat.

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

WILLIAM C. ROGERS
Attorney Named In Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED

1960 SEP 28 PM 2:29

I hereby certify that I have this 24th day of September, 1960, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - - - - - - - at and for the sum of Eight Thousand ($8,000.00) Dollars - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association - - - - - - - - - - - - - - - has on this 24th day of September, 1960, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand Dollars ($8,000.00) - and it hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

By

ATTY

FILED

1960 SEP 28 PM 2:29

10

LIBER 128 PAGE 44

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
ELSIE R. SANFORD O'NEILL and	:	ANNE ARUNDEL COUNTY
FRANK F. O'NEILL JR. her husband	:	In Equity

::::::::::::::::::::::::::::: Equity No. 13,927

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lots 31 and 32 S/S Winding Woodsway, Anne Arundel County, Maryland, in the proceedings in said cause mentioned and respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice on Saturday, September 24, 1960 at 11:15 A.M. attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $8000.00, which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Attorney Named
In Mortgage

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

I HEREBY CERTIFY that on this 27th 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 William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true and just as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED
1960 SEP 28 PM 2:29

11

LIBER 128 PAGE 45

Legal Notice

Winston G. Gott, Jr., Attorney
Lee Building
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

AT BROOKFIELD ON THE MAGOTHY; THIRD ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in a Mortgage from Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband, to Fraternity Federal Savings and Loan Association, dated March 15, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1010, folio 125, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday,
September 24th, 1960
at 11:15 A.M.

That property at Brookfield on the Magothy described as follows: Beginning for the same at a pipe set where the division line between Lot 30 and 31 intersects the south side of Winding Woods Way as shown on Plat D of Brookfield on the Magothy; and running from said beginning point with said division line South 7 degrees 51' 10" West 226.16 feet; thence with the rear line of Lots 31 and 32, South 62 degrees 46' West 167.24 feet thence crossing parts of Lots 32 and 31, establishing a new division line between said lots North 23 degrees 49' 40" East 336.26 feet to the south side of Winding Woods Way; thence with the arc of a curve whose radius is 140 feet, in an easterly direction, for a distance of 44.52 feet to the place of beginning. Being part of Lots 31 and 32 Plat D as recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 13; said lot being situate on the South side of Winding Woods Way. Being the same property conveyed by Deed of Assignment from Rowill Title Holding Corporation to the Mortgagors, dated March 15, 1956 and recorded in GTC 1010 folio 122.

Subject to an annual ground rent of $90; subject, also to the legal operation and effect of pole agreements and restrictions of record.

IMPROVEMENTS: One-story frame dwelling; 5 rooms and bath; hot-air oil heat.

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

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

s-23

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

AT BROOKFIELD ON THE MAGOTHY, 3rd ELECTION DISTRICT

Under and by virtue of the power of sale contained in a Mortgage from Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband, to Fraternity Federal Savings and Loan Association dated March 15, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1010, folio 125, the undersigned will offer for sale at public acution at the Court House Door, Church Circle, Annapolis, Maryland on

Saturday, September 24, 1960 at 11:15 A.M.

That lot of ground on the South side of Winding Woods Way Plat D, Brookfield on the Magothy, improved by a one-story frame dwelling; 5 rooms and bath; hot-air oil heat.

For full particulars see Evening Capital, September 2, 9, 16 and 23 issues.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore St.
Baltimore 2, Md.

ROBERT H. CAMPBELL,
Auctioneer

S-9

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 40

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 19 60

We hereby certify, that the annexed

Attorney's Sale

Elsie R. Sanford O'Neill

Equity No 13,927

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of September, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17093 1960 OCT -6 AM 9:34 By H. Talgheman

12

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Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 471

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,927 Equity
William C. Rogers, Attorney Named in Mortgage.
versus
ELSIE R. SANFORD O'NEILL and FRANK F. O'NEILL, JR., her husband

Ordered, this 28th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, UNLESS cause to the contrary thereof be shown on or before the 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 $8,000.00.

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. 13,927

Elsie R. Sanford O'Neill

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: A. Tilghman

No. M. G. 17437

FILED
1960 NOV -4 PM 5

ORDER NISI

LIBER 128 PAGE 43

William C. Rogers, Attorney
Named in Mortgage

versus

Elsie R. Sanford O'Neill and
Frank F. O'Neill, Jr. her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,927 Equity

Ordered, this 28th day of September, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,000.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 SEP 28 PM 2:29

TEST: _____ Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Elsie R. Sanford O'Neill and
Frank F. O'Neill, her husband

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 12:28

14

LIBER 128 PAGE 49

In the Case of

William C. Rogers,

Attorney named in Mortgage

vs.

Elsie R. Sanford O'Neill

and

Frank F. O'Neill, Jr., her husband

In the

Circuit Court

For

Anne Arundel County

No. 13,927 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 M. Finkelstein
Auditor.

December 1, 1960

FILED

1960 DEC -8 AM 9:03

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. Elsie R. Sanford O'Neill and Frank F. O'Neill, Jr., her husband

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	271	80	371	80
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerkof Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	100	64.		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	99		
Fidelity & Deposit Co. of Md.-bond premium	20	80		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Herbert C. Moore - notary fees	1	50	212	13
To Attorney for Ground Rent, viz: Ground rent from 9/15/60 to 9/24/60 - 9 days	2	25	2	25
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,465	98	7,465	98
			8,103	66
Amount of mortgage claim filed	9,857	23		
Interest thereon @ 4½% from 9/1/60 to 1/10/61 - 4 months 10 days	160	18		
	10,017	41		
Cr. Amount allowed above	7,465	98		
Balance subject to decree in personam	2,551	43		

16.

with

William C. Rogers, Attorney named in Mortgage

Cr.

1960				
Sept.	24			
		Proceeds of Sale	8,000 00	
		Interest on deferred payment of $7,500.00 - 1 month 18 days	60 05	8,060 05
		Refund 1960 State and County taxes - 3 months 6 days	43 61	43 61
				8,103 66

ORDER NISI LIBER 128 PAGE 52

William C. Rogers,
Attorney named in Mortgage
VERSUS
Elsie R. Sanford O'Neill
and
Frank F. O'Neill, Jr.,
her husband

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,927 Equity.

ORDERED, This 8th 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 16th 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 16th day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

1960 DEC -8 AM 9:05

1961 JAN 18 AM 9:20

18

LIBER 128 PAGE 53

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. 13,927 Equity
WILLIAM C. ROGERS,
Attorney named in Mortgage
VERSUS
ELSIE R. SANFORD O'NEILL and
FRANK F. O'NEILL, JR., her husband

Ordered, this 8th 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 16th 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 16th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-29

1960 DEC 31 AM 11:49

No. M. G. 12724

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed

Order Nisi Eq 13927
Auditor Account

Elsie R. Sanford O'Neill

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talgarman

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
WELTON A. CARR and	:	ANNE ARUNDEL COUNTY
HELEN L. CARR, his wife	:	In Equity
	:	No. 13,940 Equity

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1960 AUG 25 AM 9:10

VA Form 4-6316 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 957 PAGE 147

"PETITIONER'S EXHIBIT A"

MARYLAND

Equity No. 13,940

LIBER 128 PAGE 30

MORTGAGE

THIS MORTGAGE, made this 16th day of August, A. D. 1955, by and between WELTON A. CARR and HELEN L. CARR, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of SEVENTY-TWO HUNDRED ~~Dollars~~ ($7200.00), 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 ROWILL TITLE HOLDING CORPORATION, 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 FORTY-FIVE DOLLARS AND FIFTY-SIX CENTS ~~Dollars~~ ($45.56), 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, 1975. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

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 one hundred seventy-six feet four and three-eighths inches 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 thirteen feet seven and one-half 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 situate; thence binding on the west line of said alley with the use thereof in common, south fifteen degrees six minutes west seventeen feet ten and three-eighths inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously north seventy-eight degrees west one hundred twelve feet seven and seven-eighths inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of said Victory Avenue; thence binding on the east line of Victory Avenue north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements thereon being known as No. 917 Victory Avenue.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by HILDA E. MILLER, Unmarried, unto WELTON A. CARR and HELEN L. CARR, his wife, the within Mortgagors.

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

16—49890-6

FILED 1960 AUG. 25 AM 9.10

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of $84.00, payable half-yearly on the 16th 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 in the event of any subsequent default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: George A. Heinfield — GEORGE A. HEINFIELD

Welton A. Carr [SEAL] WELTON A. CARR

Helen L. Carr [SEAL] HELEN L. CARR

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 957 PAGE 151

I HEREBY CERTIFY, That on this 16th - - - day of August - - - - -, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore City - - - - aforesaid, personally appeared WELTON A. CARR and HELEN L. CARR, his wife, - - - - - - - - - - - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their - - - - - - - - - - - - - - act.

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

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

GEORGE A. HEINFIELD NOTARY BALTIMORE CITY

My commission expires May 6, 1957. George A. Heinfield GEORGE A. HEINFIELD Notary Public

Recorded: August 20, 1955 at 9 A.M.

FOR VALUE RECEIVED, We, ROWILL TITLE HOLDING CORPORATION, hereby assign the within Mortgage unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION, and the signature of HERBERT E. MUSE, Vice President, duly authorized and attested this 16th day of August 1955.

ROWILL TITLE HOLDING CORPORATION

George A. Heinfield GEORGE A. HEINFIELD

BY: [signature] HERBERT E. MUSE, Vice-President

ROWILL TITLE HOLDING CORPORATION 1953 MARYLAND

Recored Aug. 20, 1955 at 9 A.M.

FILE NO. 29657

WRITTEN BY O.A.

FORM APPROVED Jas

READY FOR RECORD

(5) G

STATE OF MARYLAND

912 Victory Ave

Mortgage

FROM

WELTON A. CARR and

HELEN L. CARR, his wife,

TO

ROWILL TITLE HOLDING CORPORATION

Short Assignment to: VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 20 Aug 1955, at 9 o'clock A M.

Same day recorded in Liber GTC No. 957 Folio 147 &c., one of the Land Records of A.A.Co.

and examined per

GEORGE T. CROMWELL, Clerk, Clerk.

Cost of Record, $ 13.50 Hoosal Po 14.50

U. S. GOVERNMENT PRINTING OFFICE

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

The Rogers Building ASSMT

113 E. Baltimore Street

Baltimore 2, Md.

Received for Record 20 Aug 1955 at 9 A.M. and the same day recorded in Liber G.T.C. No. 957 Fol. 151

Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

LIBER 128 PAGE 59

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
WELTON A. CARR and	:	ANNE ARUNDEL COUNTY
HELEN L. CARR, his wife	:	In Equity
: : : : : : : : : : : :		No. 13,940 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Welton A. Carr and Helen L. Carr, his wife, to Rowill Title Holding Corporation dated August 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 957, folio 147. (Short Assignment to Vermont Federal Savings and Loan Association dated August 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 957, folio 150.)

Welton A. Carr & wife
917 Victory Avenue
Anne Arundel County, Maryland

August 19, 1960

Loan	$ 7,200.00
Interest	1,489.62
Ground Rent	420.00
H.P.D. Insurance	78.54
Fire Insurance	77.93
Sanitary Charge	35.20
Taxes	540.79
	$ 9,842.08
Less mortgage payments	3,857.95
Balance	$ 5,984.13

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William M. Dee
WILLIAM M. DEE, Secretary

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

I HEREBY CERTIFY that on this 19th day of August, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William M. Dee, Secretary of Vermont Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED
1960 AUG 25 AM 9:10

Notary Public

6

LIBER 128 PAGE 60

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
WELTON A. CARR and HELEN L. CARR, his wife	:	ANNE ARUNDEL COUNTY In Equity No. 13940 Equity

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

On this 22nd day of September, 1960 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Welton A. Carr and Helen L. Carr, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Welton A. Carr and Helen L. Carr, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED
1960 SEP 23 AM 10:14

7

Fidelity and Deposit Company

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

LIBER 128 PAGE 61
LIBER 10 PAGE 368

No. 13940 Equity

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND TWO HUNDRED AND 00/100 ($7,200.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of September in the year of our Lord 1960

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from Welton A. Carr and Helen L. Carr, his wife to Rowill Title Holding Corporation; assigned to Vermont Federal Savings and Loan Association, both bearing date the 16th day of August, 1955 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 957, Fol. 147/ Asst. G.T.C. No. 957 Folio 150 and William C. Rogers

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

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

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

In Testimony Whereof, the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C. MOORE

William C. Rogers (SEAL)
William C. Rogers

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

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

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

FILED
1960 SEP 23 AM 10:14

Bond approved this 23 day of September, 1960

George T. Cromwell, Clerk 8

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

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

LIBER 128 PAGE 62

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

IN BROOKLYN AREA, FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in a Mortgage from Welton A. Carr and Helen L. Carr, his wife, to Rowill Title Holding Corporation, dated August 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 957, folio 147 (said Mortgage having been assigned on same date to Vermont Federal Savings and Loan Association); default having occurred thereunder, the undersigned as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, September 24, 1960

At 11 A.M.

That property described as follows: Beginning for the same at the intersection formed by the east line of Victory Avenue as now laid out 55 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 176 ft. 4⅜ in. southerly measured along the said line of Victory Avenue from the south line of Townsend Avenue as now laid out 30 feet wide; and running thence continuously South 78° East, 113 ft. 7½ in., 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 15 foot alley there situate; thence binding on the west line of said alley with the use thereof in common, South 15° 6' West 17 ft. 10⅜ in. to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously North 78° West 112 ft. 7⅞ in. binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of Victory Avenue; thence binding on the east line of Victory Avenue North 12° East 17 ft. 10 in. to the place of beginning. The improvements thereon being known as No. 917 Victory Avenue. Being the same property conveyed to said Mortgagors by Deed of Assignment from Hilda E. Miller, dated August 16, 1955 and recorded in Liber GTC 957, folio 144.

Subject to an annual ground rent of $84; subject also to the legal operation and effect of pole agreements and restrictions of record.

IMPROVEMENTS: This property is improved by a 2 story brick house, with 6 rooms and 2 baths; gas-fired heat.

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

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED

1960 SEP 28 PM 2:29

I hereby certify that I have this 24th day of September, 1960, sold the within described property to James R. Mullan at and for the sum of Six Thousand, Six Hundred Dollars ($6,600.00) - - - - - - - - - - he being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that I, James R. Mullan have on this 24th day of September, 1960, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Six Thousand Six Hundred Dollars ($6,600.00) - - - - - - - - - - - - and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

James R. Mullan

FILED

1960 SEP 28 PM 2:30

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
WELTON A. CARR and	:	ANNE ARUNDEL COUNTY
HELEN L. CARR, his wife	:	In Equity

Equity No. 13,940

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

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 917 Victory Avenue, Anne Arundel County, Maryland, in the proceedings in said cause mentioned and respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers did pursuant to said notice on Saturday, September 24, 1960 at 11:00 A.M. attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this Report unto James R. Mullan at and for the price of $6600.00 which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Attorney Named
In Mortgage

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

I HEREBY CERTIFY that on this 27th 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 William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED
1960 SEP 28 PM 2:30

11

Legal Notice

Winston G. Gott, Jr., Attorney
Lee Building
Annapolis, Md.

LIBER 128 PAGE 65

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

IN BROOKLYN AREA FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in a Mortgage from Welton A. Carr and Helen L. Carr, his wife, to Rowill Title Holding Corporation, dated August 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 957, folio 147 (said Mortgage having been assinged on same date to Vernon Federal Savings and Loan Association); default having occurred thereunder, the undersigned as Attorney named in Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, September 24th, 1960 at 11 A.M.

That property described as follows: Beginning for the same at the interesction formed by the east line of Victory Avenue as now laid out 55 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 176 ft. 4⅜ in. southerly measured along the said east line of Victory Avenue from the south line of Townshend Ave. as now laid out 30 feet wide; and running thence continuously South 78 degrees East, 113 ft. 7½ in., 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 15 foot alley there situate; trence binding on the west line of said alley with the use thereof in common, South 15 degrees 6' West 17 ft. 10⅝ in. to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described; thence continuously North 78 degrees West 112 ft. 7 7/8 in. binding on the said center line of said party wall so extended, the center line of said party wall and the center line of the said party wall extended westerly to intersect the said east line of Victory Avenue; thence binding on the east line of Victory Avenue North 12 degrees East 17 ft. 10 in. to the place of beginning. The improvements thereon being known as No. 917 Victory Avenue. Being the same property conveyed to said Mortgagors by Deed of Assignment from Hilda E. Miller, dated August 16, 1955 and recorded in Liber GTC 957, folio 144.

Subject to an annual ground rent of $84; subject also the legal operation and effect of pole agreements and restrictions of record.

IMPROVEMENTS: This property is improved by a 2 story brick house, with 6 rooms and 2 baths; gas-fired heat.

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

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

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

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

IN BROOKLYN AREA, 5th ELECTION DISTRICT

Under and by virtue of the power of sale contained in a Mortgage from Welton A. Carr and Helen L. Carr, his wife to Rowlll Title Holding Corporation (assigned to Vermont Federal Savings and Loan Association) dated August 16, 1955 and recorded in the Land Records of Anne Arundel County in Liber GTC No. 957, follo 147, the undersigned will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

Saturday, September 24, 1960 at 11:00 A.M.

All that lot of ground on the East side of Victory Avenue, improved by a 2 story brick house, with 6 rooms and 2 baths; the improvements thereon being known as No. 917 Victory Avenue.

For full particulars see Evening Capital, September 2, 9, 16 and 23 issues.

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore St.
Baltimore 4, Md.
ROBERT H. CAMPBELL,
Auctioneer S-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 66

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Attorney's Sale

Welton A. Carr

Equity No. 13940

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 24th day of September, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. _____ 1960 OCT -6 AM 9:84 H. Tilghman

12

ORDER NISI

LIBER 128 PAGE 67

William C. Rogers, Attorney
Named in Mortgage

versus

Welton A. Carr and
Helen L. Carr, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,940 Equity

Ordered, this 28th day of September, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $6600.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 SEP 28 PM 2:30

TEST: _____ Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Welton A. Carr and
Helen L. Carr, 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. Bruce Duckett
JUDGE.

FILED
1960 NOV -9 PM 12:27

13

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 68

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,940

Welton A. Carr

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

By H. Tilghman

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,940 Equity
William C. Rogers, Attorney Named in Mortgage
versus
WELTON A. CARR and HELEN L. CARR, his wife

Ordered, this 28th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $6600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-27

No. M. G. 17438

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Welton A. Carr
and
Helen L. Carr, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,940 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. Fickling
Auditor.

December 2, 1960

FILED

1960 DEC -8 AM 9:06

Dr.

William C. Rogers, Attorney named in Mortgage, vs. Welton A. Carr and Helen L. Carr, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	229	80	329	80
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	110	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	84		
Fidelity & Deposit Co. of Md.-bond premium	28	80		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Herbert C. Moore - notary fees	1	50	228	93
To Attorney for Benefit Charges, viz:				
Metered water - past due bill	24	21		
Metered water - current bill	4	50	28	71
To Attorney for Ground Rent, viz: Semi-annual ground rent due 2/16/61 - 1 month 8 days	8	87	8	87
To Vermont Federal Savings & Loan Ass'n, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	6,049	96	6,049	96
			6,697	77
Amount of mortgage claim filed	5,984	13		
Interest thereon @ 4½% from 9/1/60 to 1/10/61 - 4 months 10 days	97	25		
	6,081	38		
Cr. Amount allowed above	6,049	96		
Balance subject to decree in personam	31	42		

16.

with

William C. Rogers, Attorney named in Mortgage

Cr.

1960						
Sept.	24	Proceeds of Sale	6,600	00		
		Interest on deferred payment of $6,100.00 - 1 month 29 days	59	98	6,659	98
		Refund 1960 State and County taxes - 3 months 6 days	35	91		
		Refund 1960 water and sewer benefit charges - 3 months 6 days	1	88	37	79
					6,697	77

ORDER NISI LIBER 128 PAGE 72

William C. Rogers,

Attorney named in Mortgage

VERSUS

Welton A. Carr

and

Helen L. Carr, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,940 Equity.

ORDERED, This 8th 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 16th 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 16th day of January next.

1960 DEC -8 AM 9:06

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 JAN 18 AM 9:21

Matthew S. Evans

Judge

18

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 73

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,940 Equity
WILLIAM C. ROGERS,
Attorney named in Mortgage
VERSUS
WELTON A. CARR and
HELEN L. CARR, his wife

Ordered, this 3th 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 16th 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 16th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed Order Nisi Eq 13,940 Auditor Account Welton A. Carr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1960 DEC 31 AM 11:49

19

SAMUEL SCHENKER, Attorney Named in Mortgage * IN THE CIRCUIT COURT

FOR

vs * ANNE ARUNDEL COUNTY

NO. 13.915

JOHN W. BOUTWELL and
ANN C. BOUTWELL, his wife *

* * *

ORDER TO DOCKET MORTGAGE

MR. CLERK:

Please docket this mortgage foreclosure case with the attached copy of the mortgage as Exhibit "A" and Statement of Mortgage Claim as Exhibit "B".

Samuel Schenker

Samuel Schenker, Attorney
Named in Mortgage
180 Main Street
Annapolis, Maryland
Colonial 3-2354

FILED

1960 AUG -8 PM 1:54

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

LIBER 1273 PAGE 74

LIBER 1038 PAGE 91

B.915
Equity

LIBER 128 PAGE 75

PURCHASE MONEY

This Mortgage, made this 16th day of June in the year one thousand nine hundred and fifty-six, between John W. Boutwell, Jr., and Ann C. Boutwell, his wife, of Annapolis, in the State of Maryland, hereinafter called Mortgagor(s), and CHESAPEAKE SAVINGS AND LOAN ASSOCIATION, INC., OF ANNAPOLIS, 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 ninety-five hundred ($9500.00) 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 Ninety-seven dollars and fifty cents ($97.50) 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 decribed 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 rents~~, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And 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, as said principal shall abate in the amount of each one hundred dollars. And the Mortgagor(s) shall pay the sum of one hundred dollars to the Morrgagee if the morrgage is paid off within one year from date, seventy-five dollars if paid off within two years from date, and fifty dollars if paid off within three years from date.

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

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

BEING more particularly described by deed of even date from Katherine H. Watkins, widow, to the said Mortgagors, John W. Boutwell, Jr.,and Ann C. Boutwell, his wife, and recorded or irtended to be recorded immediately prior hereto, and known and designated as No. 1 King Charles Place, Annapolis, Maryland.

FILED

1960 AUG -8 PM 1:54

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, 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. Thar rhe whole of said principal sum shall become due afrer default in rhe paymenr of any monrhly installmenr, as herein provided, for rhirty days or afrer defaulr in rhe performance of any of rhe 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 Section 720 ro 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 successor or assigns, or by Samuel Schenker, its duly constituted Attorney or Agent under Article 66, Section 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 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 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:

Samuel Schenker
Samuel Schenker

John W. Boutwell, Jr., (SEAL)

Ann C. Boutwell (SEAL)

(SEAL)

LIBER 128 PAGE 78
LIBER 1038 PAGE 94

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this day of June, in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John W. Boutwell, Jr., and Ann C. Boutwell, 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 acknowledge the foregoing Mortgage to be their act. At the same time also appeared SAMUEL SCHENKER, 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.

Bert E. Schenker
NOTARY PUBLIC
Bert E. Schenker

My Commission expires
5/6/57

Rec'd for record June 20, 1956, at 3:05 P.M.
Mailed to Samuel Schenker

2 B 8

SAMUEL SCHENKER
Attorney
150 SOUTH STREET
ANNAPOLIS, MARYLAND

MORTGAGE
FROM
JOHN W. BOUTWELL, JR., and
ANN C. BOUTWELL, his wife
TO
CHESAPEAKE SAVINGS & LOAN
ASSOCIATION, INC., OF
ANNAPOLIS, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County and examined per ..... Clerk.
Cost of Record $ ..... 1956 JUN 20 PM 3:05
& RECORDED IN LIBER GTC NO. 1038 FOLIO 91
GEO. T. GROMWELL, CLERK

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

75J

LIBER 128 PAGE 79

SAMUEL SCHENKER, Attorney Named in Mortgage * IN THE

CIRCUIT COURT

vs *

FOR

JOHN W. BOUTWELL and ANN C. BOUTWELL, his wife * ANNE ARUNDEL COUNTY NO. 13,915

* * *

STATEMENT OF MORTGAGE CLAIM

Original Principal Balance June 16, 1956	$9,500.00
Less Principal Payments on Account	2,436.08
UNPAID PRINCIPAL BALANCE DUE as of May 1, 1960, to which must be added interest and penalties from May 1st to August 30, 1960	$7,043.92 191.52
TOTAL DUE	$7,235.44
Escrow Account	119.12
NET TOTAL DUE	$7,116.32

Samuel Schenker

SAMUEL SCHENKER
Attorney Named in Mortgage
180 Main Street
Annapolis, Maryland
Colonial 3-2354

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of August, 1960, before me, a Notary Public, in and for the State of Maryland, County aforesaid, personally appeared Samuel Schenker, Attorney Named in Mortgage, and made oath in due form of law that the aforegoing Statement of Mortgage Claim is true and correct to best of his knowledge, information and belief.

Bert E. Schenker

Notary Public
Bert E. Schenker

FILED
1960 AUG -8 PM 1:54

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

LIBER 128 FAGE 80 13,915

AFFIDAVIT OF NON-MILITARY SERVICE Equity

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

I hereby certify that, on this 5th day of August, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Samuel Schenker, Attorney Named in Mortgage, 180 Main Street, Annapolis, Maryland

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.)
John W. Boutwell and Ann C. Boutwell, his wife, Riva, Maryland, are civilian persons,

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 fifth day of August, 19 60.

Notarial Seal

Bert E. Schenker
Notary Public
Bert E. Schenker

My Commission will expire on:
May 1, 1961

Filed,

FILED
1960 AUG -8 PM 1:54

1

Great American Insurance Company New York

Bond No. 8061969

LIBER 10 PAGE 342 LIBER 128 PAGE 81

Samuel Schenker, Attorney
Named in Mortgage

-vs-

Equity No. 13915

John W. Boutwell and
Anne Boutwell

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Samuel Schenker, as Principal, and Great American Insurance Company, a corporation organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

Eight Thousand and No/100 Dollars ($8,000.00)

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 seal and dated this 24th day of August, in the year of our Lord One Thousand Nine Hundred and Sixty.

Whereas, the above bounden, Samuel Schenker, by virtue of the power contained in a mortgage from John W. Boutwell and Anne Boutwell, bearing date the 16th day of JUNE, 1956, and recorded among the mortgage records of ANNE ARUNDEL COUNTY in Liber No. 1638 Folio 91 and assigned to Samuel Schenker for the purpose of Foreclosure, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden Samuel Schenker, has hereto set his hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Samuel Schenker (SEAL)
Samuel Schenker

Bertha Schenker
Witness: [illegible]

GREAT AMERICAN INSURANCE CO.

By: [illegible]
Attorney-in-Fact

Bond approved this 26th day of August, 1960

George T. Cromwell, Clerk

FILED

1960 AUG 26 PM 1:10

F 140171-10M-4-56

8

SAMUEL SCHENKER
Attorney at Law
180 Main St.
Annapolis, Ma[illegible]ad

Mortgage Sale

PROPERTY LOCATED IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND

UNDER AND BY virtue of the power of sale contained in a mortgage from John W. Boutwell, Jr., and Ann C. Boutwell, his wife, dated the 16th day of June, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1038, folio 91, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by public auction at the Court House located on Church Circle, Anne Arundel County, Annapolis Maryland

Tuesday, Aug. 30, 1960 at 11 A. M.

THE PROPERTY described in said Mortgage, situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland and known as 1 King Charles Place, Annapolis, Md.; described as follows:

BEGINNING for the same at the beginning point of a deed from the Mercantile Trust Company to Stanley J. Reynolds, dated December 27, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 323, folio 94 said point of beginning being a point on the South 44 degrees 19 minutes East line or the center line of King Charles Place as shown on the amended plat of the Walter Hart Estate recorded May 18, 1943 among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 8, said point also being located where the above mentioned South 44 degrees 19 minutes East line is intersected by the center line produced of a partition wall between the dwellings known as No. 1 and No. 3 King Charles Place running with and binding on said center line and through said partition wall (said line being intended to be the center line of the existing wall between the above mentioned dwellings No. 1 and No. 3 King Charles Palce) and in the same line as extended in the rear of the above mentioned dwellings South 45 degrees 41 minutes West 70.4 feet, more or less, to a point in the South 45 degrees 08 minutes East 216.34 feet line of a deed from Beatrice Wells et al to Walter Hart dated October 8, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 33 folio 67 being a deed for the whole property of which the property now being described is a part; and running thence with said last mentioned line South 45 degrees 08 minutes East 22.9 feet, more or less, to point in the rear line of Lots Nos. 123, 125, and 127 Charles Street, as shown on the herein beforementioned plat of the Hart Estate; thence North 45 degrees 41 minutes East 70.3 feet, more or less, to a point in the beforementioned center line of King Charles Place; and thence running with and binding on said line North 44 degrees 19 minutes West 22.9 feet, more or less, to the point of beginning.

BEING the same property conveyed to the said Mortgagors by Katherine H. Watkins, widow, by deed dated June 16th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, folio 88.

IMPROVEMENTS: Two story stucco building, occupied now as professional offices, formerly used as a residence.

TERMS OF SALE: A cash deposit of 10 per cent of sale price 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 of Anne Arundel County, and to bear interest at 6 per cent from the date of sale to date of settlement. Taxes and other expenses and all other assessments to be adjusted to date of sale.

SAMUEL SCHENKER
Attorney Named in Mortgage

No. M[illegible]9

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 82

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1960

We hereby certify, that the annexed

Mortgage Sale

John W. Boutwell, Jr.

Equity 13,915

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 30th day of August, 1960. The first insertion being made the 8th day of August, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG 30 PM [illegible]

By [illegible]

SAMUEL SCHENKER, Attorney Named in Mortgage	*	IN THE
		CIRCUIT COURT
vs	*	FOR
		ANNE ARUNDEL COUNTY
JOHN W. BOUTWELL, and ANN C. BOUTWELL, his wife	*	NO. EQUITY

* * *

LIBER 128 PAGE 83

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Attorney Named in Mortgage, in Equity #13915, for purpose of selling the herein after described property at a mortgage foreclosure, said property being described as 1 King Charles Place, Sixth Election District, Anne Arundel County, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the Courthouse door in the City of Annapolis, Maryland on Tuesday, August 30, 1960 at 11 A.M., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that property situated at Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at the beginning point of a deed from the Mercantile Trust Company to Stanley J. Reynolds, dated December 27, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 323, folio 94 said point of beginning being a point on the South 44 degrees 19 minutes East line or the center line of King Charles Place as shown on the amended plat of the Walter Hart Estate recorded May 18, 1943 among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 8, said point also being located where the above

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1960 AUG 31 PM 3:27

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

1C

mentioned South 44 degrees 19 minutes East line is intersected by the center line produced of a partition wall between the dwellings known as No. 1 and No. 3 King Charles Place running with and binding on said center line and through said partition wall (said line being intended to be the center line of the existing wall between the above mentioned dwellings No. 1 and No. 3 King Charles Place) and in the same line as extended in the rear of the above mentioned dwellings South 45 degrees 41 minutes West 70.4 feet, more or less, to a point in the South 45 degrees 08 minutes East 216.34 feet line of a deed from Beatrice Wells, et al to Walter Hart dated October 8, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 33 folio 67 being a deed for the whole property of which the property now being described is a part; and running thence with said last mentioned line South 45 degrees 08 minutes East 22.9 feet, more or less, to point in the rear line of Lots Nos. 123, 125, and 127 Charles Street, as shown on the herein before-mentioned plat of the Hart Estate; thence North 45 degrees 41 minutes East 70.3 feet, more or less, to a point in the before-mentioned center line of King Charles Place; and thence running with and binding on said line North 44 degrees 19 minutes West 22.9 feet, more or less, to the point of beginning.

BEING the same property that was conveyed to the said John W. Boutwell and Ann C. Boutwell, his wife, from Katherine H. Watkins, widow, by deed dated June 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1038, folio 88.

Said property being sold to Edward Hall, III for the sum of Eight thousand three hundred ($8,300.00) Dollars, being at that price then and there the highest bidder therefore. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

And as in duty bound, etc.

Samuel Schenker, Attorney
Named in Mortgage

SAMUEL SCHENKER
ATTORNEY AT LAW
160 MAIN STREET
ANNAPOLIS, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31st day of August, 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel Schenker, Attorney Named in Mortgage, in Equity #13915 in the Circuit Court for Anne Arundel County, and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Samuel Schenker
Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

12

SAMUEL SCHENKER, Attorney Named in Mortgage	*	IN THE
	*	
		CIRCUIT COURT
vs	*	
	*	
		FOR
JOHN W. BOUTWELL, and ANN C. BOUTWELL, his wife	*	
	*	ANNE ARUNDEL COUNTY
		NO. 13915
*	*	*

LIBER 128 PAGE 86

AUCTIONEER'S CERTIFICATE

I hereby certify that on Tuesday, August 30, 1960, I sold the property known as 1 King Charles Place, Annapolis, Maryland, as described in the attached advertisement of sale to Edward A Hall III for $13,000.00 and I further certify that the sale was fairly made.

George Scible
Auctioneer

PURCHASERS AGREEMENT

I hereby certify that I, Edward Hall, III purchased the property known as 1 King Charles Place, Annapolis, Maryland, as described in the attached advertisement of sale from Samuel Schenker, Attorney Named in Mortgage, at and for the sum of $13,000.00, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

Samuel Schenker

Edward Hall, III

FILED

1960 AUG 31 PM 3:37

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

13

ORDER NISI

LIBER 128 PAGE 87

Samuel Schenker, Attorney
Named in Mortgage

versus

John W. Boutwell, and
Ann C. Boutwell, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,915 Equity

Ordered, this 31st day of August, 1960, That the sale of the Property in these proceedings mentioned made and reported by Samuel Schenker, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of October next.

The report states that the amount of sale was $8,300.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 AUG 31 PM 3:37

TEST: _____ Clerk.

(Final Order)

Samuel Schenker, Attorney
Named in Mortgage

versus

John W. Boutwell and
Ann C. Boutwell, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th 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 Dunnett
JUDGE.

FILED
1960 OCT 10 PM 2:22

SAMUEL SCHENKER, Attorney Named in Mortgage	*	NO. 13,915 EQUITY
	*	IN THE
v.	*	CIRCUIT COURT
JOHN W. BOUTWELL, JR. and ANN C. BOUTWELL, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

PETITION TO ADD NAME OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Edward Hall, III, and Alice Riley Hall, his wife, by Marvin H. Anderson and Anderson & Anderson, their solicitors, respectfully shows:

1. That the said Edward Hall, III, purchased from Samuel Schenker, attorney named in the mortgage heretofore filed in this case, certain property consisting of a lot of ground with improvements thereon, located in the Sixth Election District of Anne Arundel County, known as No. 1 King Charles Place, as appears by the Report of Sale in these proceedings.

2. That your petitioner, the said Edward Hall, III, and your said petitioner's wife, Alice Riley Hall, both desire that the name of said Alice Riley Hall be added with that of said Edward Hall, III, as a purchaser of said property in order that your petitioners may take title to said property as tenants by the entireties after said sale has been duly ratified by this Honorable Court.

WHEREFORE, your petitioners pray unto your Honors to pass an Order adding the name of the said Alice Riley Hall to the name of said Edward Hall, III, as a purchaser of said property.

And, as in duty bound, etc.

Edward Hall, III
Edward Hall, III

FILED
1960 SEP 30 PM 12:02

Alice Riley Hall
Alice Riley Hall
Petitioners

15

ANDERSON & ANDERSON

by Marvin H. Anderson

Marvin H. Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Petitioners

I hereby assent to the addition of the name of Alice Riley Hall as one of the purchasers of the property described in these proceedings.

Samuel Schenker
Samuel Schenker, Attorney
Named in Mortgage

ORDER OF COURT

Upon the foregoing Petition and Consent it is this 30th day of September, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Alice Riley Hall be and she is hereby made a purchaser of the property described in these proceedings together with Edward Hall, III, her husband.

JUDGE

FILED
1960 OCT -1 AM 11:44

LIBER 128 PAGE 89

OFFICE OF

Evening Capital

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 510

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,915 Equity
SAMUEL SCHENKER, Attorney Named in Mortgage
VERSUS
JOHN W. BOUTWELL and ANN C. BOUTWELL, his wife

Ordered, this 31st day of August, 1960, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of October next.

The report states that the amount of sale was $8,300.00.

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

S-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,915
John W. Boutwell

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of October, 1960. The first insertion being made the 6th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED
1960 OCT -6 PM 2:48

No. M. G. 16897

17

In the Case of

Samuel Schenker,
Attorney named in Mortgage
vs.
John W. Boutwell
and
Ann C. Boutwell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,915 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, the same being a supplemental account in accordance with the Court's order of November 21, 1960.

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

December 2, 1960

FILED

1960 DEC -5 PM 2:56

Dr. Samuel Schenker, Attorney named in Mortgage vs. John W. Boutwell and Ann C. Boutwell, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	280	49	380	49
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - original costs	31	25		
Clerk of Court - additional costs	2	50		
Auditor - stating first account	13	50		
Auditor - stating second account	13	50	70	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	94	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Capital-Gazette Press - order nisi (second acct)	12	00		
Great American Ins. Co. - bond premium	32	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	67		
One-half State documentary stamps	9	35		
Bert E. Schenker - notary fees	1	50	216	04
To Attorney for Taxes, viz:				
1960 Annapolis City taxes ($58.26) adj.- 3 months 10 days	16	18	16	18
To Attorney for Benefit Charges, viz:				
Metered water from 4/1/60 to 7/10/60	6	85		
Metered water from 7/10/60 to 10/10/60	6	51	13	36
To Chesapeake Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of claim filed $7,116.32				
Interest on principal balance of $7,043.92 @6% from 8/30/60 to 11/21/60 - 2 mos. 21 days 96.08	7,212	40	7,212	40
To WES Construction Company, judgment creditor - this balance on account claim (Order 11/21/60)	457	93	457	93
			8,367	15
Amount of judgment claim filed, viz:				
Debt (A-3670)	8,479	40		
Cr. Amount allowed above	457	93		
Balance due with interest from 7/20/60	8,021	47		
Court costs	47	45		
	8,068	92		

19

with

Samuel Schenker, Attorney named in Mortgage

Cr.

1960						
Aug.	30	Proceeds of Sale	8,300	00		
		Interest on deferred payment of $7,470.00 from 8/30/60 to 10/11/60	49	80	8,349	80
		Refund 1960 State and County taxes ($78.07) - 2 months 20 days	17	35	17	35
					8,367	15

LIBER 128 PAGE 94

ORDER NISI

Samuel Schenker,

Attorney named in Mortgage

VERSUS

John W. Boutwell

and

Ann C. Boutwell, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,915 Equity.

ORDERED, This 5th 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.

FILED
1960 DEC -5 PM 2:55

George F. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th 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 13 AM 10:00

O. Bowie Duckett

. OFFIC' OF

Evening Capital

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 93

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,915 Eqiuty

Samuel Schenker, Attorney named in Mortgage

VERSUS

JOHN W. BOUTWELL and ANN C. BOUTWELL, his wife

Ordered this 5th day of December, 1960, That the Report and Accounting of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, nless 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 9, 1961

We hereby certify, that the annexed

Order Nisi Eq 13,915

Auditor Account

John W. Boutwell

was published in

Evening Capital

a newspaper published in tbe 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 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 12710

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	(In Equity)
Paul S. Evans and	*	# 13,969
Clara B. Evans, his wife	*	

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

Mr. Clerk:

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

1. Original Mortgage from Paul S. Evans and Clara B. Evans, his wife to the Leeds Federal Savings and Loan Association, dated September 26, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1238, folio 467 etc..

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage.

FILED

1960 SEP 13 AM 9:27

City-County Form.

LIBER 128 PAGE 97

LIBER 1238 PAGE 467 Equity 13,969

This Mortgage,

Made this 26th day of September, in the year one thousand, nine hundred and fifty-eight, between Paul S. Evans and Clara B. Evans, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - - - - - - - - - - NINETY-SEVEN HUNDRED FIFTY ($9750.00) - - - - - - - - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of SIXTY-NINE and 86/100 ($69.86) - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

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

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

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

BEGINNING for the same at an iron pipe heretofore set at the Northeast corner of the whole tract (of which the land herein described is a part) and running thence with a part of the Northernmost boundary of the said tract as referred to the true Meridian North 65° 57' West 243.93 feet, thence leaving the said outline and running across the end of an existing 10 foot right-of-way South 20° 32' West 10.02 feet, thence continuing the same line and running South 20° 32' West 90.48 feet to the Southernmost boundary of the whole tract, thence running with the said last mentioned boundary South 65° 57' East 243.90 feet thence continuing with the aforesaid outline of the whole tract and running North 20° 32' East 100.50 feet to the place of beginning. Containing 24,647 square feet of land, more or less. Together with the use for the right of ingress and egress of the aforementioned 10 foot right-of-way beginning at the Northwest corner of the above described parcel and leading North 65° 57' West 617.94 feet, more or less, to the Crain Highway.

FILED
1960 SEP 13 AM 9:28

2

BEING the same lot of ground and premises which by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Aubrey C. Bruce and wife unto Paul S. Evans and Clara B. Evans, his wife, the Mortgagors herein.

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

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

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

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan
Edward J. Brannan

Paul S. Evans (SEAL)
Paul S. Evans

Clara B. Evans (SEAL)
Clara B. Evans

(SEAL)

(SEAL)

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LIBER 1238 PAGE 470

LIBER 128 PAGE 100

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of September, 19 58, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Paul S. Evans and Clara B. Evans, his wife, the Mortgagor s, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose name s are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan
Edward J. Brannan 11.50 Notary Public.

EDWARD J. BRANNAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Rec'd for record Sept. 27, 1958 at 10:32 A.M.
Mailed to Edward J. Brannan

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

Edward J. Brannan, Attorney
Named in Mortgage
vs.
Paul S. Evans and
Clara B. Evans, his wife

"PLAINTIFFS' EXHIBIT NO. 1".

LIBER 128 PAGE 101

Edward J. Brannan,	*	In The Circuit Court for
Attorney Named in Mortgage	*	Anne Arundel County
vs.	*	Docket No. 19, Folio 120
Paul S. Evans and	*	
Clara B. Evans, his wife	*	Case No. 13,969
	*	

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

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

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

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

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

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage

Subscribed and sworn to before me

this 12th day of September, 1960.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1960 SEP 13 AM 9:28

Edward J. Brannan,	*	IN THE CIRCUIT COURT
Attorney Named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Paul S. Evans and	*	Docket No. 19, Folio 120
Clara B. Evans, his wife	*	Case No. 13,969

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Paul S. Evans and Clara B. Evans, his wife, dated September 26, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1238, folio 467 etc..

Amount of Mortgage Loan	$ 9750.00
Less Amount Paid on Account	415.71
	$ 9334.29
Plus interest to 10/10/60	180.70
	$ 9514.99
Plus over-drawn expense acct.	8.66
	$ 9523.65

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 12th day of September, in the year 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED
1960 SEP 13 AM 9:27

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

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Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-58)

LIBER 128 PAGE 103

LIBER 10 PAGE 362

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Equity No. 13,969

Edward J. Brannan, Attorney named in the Mortgage

vs

Paul S. Evans and Clara B. Evans, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan

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 Eleven Thousand and 00/100 - - - - - - - - - - - - - - - Dollars ($ 11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of September, in the year of our Lord, nineteen hundred and sixty

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Paul S. Evans and Clara B. Evans, his wife to Leeds Federal Savings and Loan Association bearing date the 26th day of September, 1958 and recorded among the Land Records of Anne Arundel County in Liber No. GTC1238 Folio 467 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Witness to Surety

1960 SEP 13 AM 9:28

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Carl F. Gail, Attorney-In-fact

Bond approved this 13 day of Sept., 1960

George T. Cromwell, Clerk

EDWARD J. BRANNAN
541 Equitable Building
Baltimore, Maryl

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
3 — 9th Avenue, S. E. Glen Burnie,
(Box 512 — 617.94 feet southeast of Crain Highway)
Anne Arundel County

By virtue on and pursuant to the power of sale contained in the mortgage from Paul S. Evans and Clara B. Evans, his wife, to the Leeds Federal Savings and Loan Association, dated September 26, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1238, folio 467 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, October 10, 1960 at 2 O'clock P.M.

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

BEGINNING for the same at an iron pipe heretofore set at the Northeast corner of the whole tract (of which the land herein described is a part) and running thence with a part of the Northernmost boundary of the said tract as referred to the true Meridian North 65 degrees, 57' West 243.93 feet, thence leaving the said outline and running across the end of an existing 10 foot right-of-way South 20 degrees, 32' West 10.02 feet, thence continuing the same line and running South 20 degrees 32' West 90.48 feet to the Southernmost boundary of the whole tract, thence running with the said last mentioned boundary South 65 degrees 57' East 243.90 feet thence continuing with the aforesaid outline of the whole tract and running North 20 degrees 32' East 100.50 feet to the place of beginning. Containing 24,647 square feet of land, more or less. Together with the use for tre right of ingress and egress of the aforementioned 10 foot right-of-way beginning at the Northwest corner of the above described parcel and leading North 65 degrees 57' West 617.94 feet, more or less, to the Crain Highway.

The aforesaid lot of ground is improved with a One Story Frame dwelling containing five (5) rooms and one (1) bath, forced air, oil heat, club-basement.

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

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

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

EDWARD J. BRANNAN
Attorney Named in Mortgage
E. T. Newell & Co., Inc., Auctioneers
O-8

No.

LIBER 128 PAGE 104 OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed Mortgage Sale Paul S. Evans Equity No. 13,969 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 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

LED
10 AM 9:57

By H. Tilghman

9.

Edward J. Brannan, Attorney Named in Mortgage *
vs. *
Paul S. Evans and Clara B. Evans, his wife *

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY
No. 13,969 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated September 26, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1238, folio 467 etc., from Paul S. Evans and Clara B. Evans, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of October, 1960 at 2 O'clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Gale L. Gabbert and Eula May Gabbert, his wife, at and for the sum of Ten Thousand Five Hundred Dollars ($10,500.00), which said price was the highest amount bid for the property.

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

FILED
1960 OCT 19 AM 9:32

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LIBER 128 PAGE 106

EDWARD J. BRANNAN
541 Equitable Building
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
3 — 9th Avenue, S. E. Glen Burnie,
(Box 512 — 617.94 feet southeast of Crain Highway)
Anne Arundel County

By virtue on and pursuant to the power of sale contained in the mortgage from Paul S. Evans and Clara B. Evans, his wife, to the Leeds Federal Savings and Loan Association, dated September 26, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1238, folio 467 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday,
October 10, 1960
at 2 O'clock P.M.

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

BEGINNING for the same at an iron pipe heretofore set at the Northeast corner of the whole tract (of which the land herein described is a part) and running thence with a part of the Northernmost boundary of the said tract as referred to the true Meridian North 65 degrees, 57' West 243.93 feet, thence leaving the said outline and running across the end of an existing 10 foot right-of-way South 20 degrees, 32' West 10.02 feet, thence continuing the same line and running South 20 degrees 32' West 90.48 feet to the Southernmost boundary of the whole tract, thence running with the said last mentioned boundary South 65 degrees 57' East 243.90 feet thence continuing with the aforesaid outline of the whole tract and running North 20 degrees 32' East 100.50 feet to the place of beginning. Containing 24,647 square feet of land, more or less. Together with the use for tre right of ingress and egress of the aforementioned 10 foot right-of-way beginning at the Northwest corner of the above described parcel and leading North 65 degrees 57' West 617.94 feet, more or less, to the Crain Highway.

The aforesaid lot of ground is improved with a One Story Frame dwelling containing five (5) rooms and one (1) bath, forced air, oil heat, club-basement.

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

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

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

EDWARD J. BRANNAN
Attorney Named In Mortgage
E. T. Newell & Co., Inc., Auctioneers

O-6

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 11th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public

LIBER 128 PAGE 108

Edward J. Brannan, *

Attorney Named in Mortgage *

vs. *

Paul S. Evans and *

Clara B. Evans, his wife *

IN THE CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,969 Equity

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this day of October, 1960, he sold at public auction, for the highest price obtainable, to Gale L. Gabbert + Eula May Gabbert, his wife, the following described property:

BEGINNING for the same at an iron pipe heretofore set at the northeast corner of the whole tract (of which the land herein described is a part) and running thence with a part of the northernmost boundary of the said tract as refe referred to the true Meridian North 65° 57' West 243.93 feet, thence leaving the said outline and running across the end of an existing 10 foot right-of-way South 20° 32' west 10.02 feet, thence continuing the same line and running South 20° 32' West 90.48 feet to the southernmost boundary of the whole tract, thence running with the said last mentioned boundary South 65° 57' east 243,90 feet thence continuing with the aforesaid outline of the whole tract and running North 20° 32' East 100.50 feet to the place of beginning. Containing 24,647 square feet of land, more or less. Together with the use of the right of ingress and egress of the aforementioned 10 foot right of way beginning at the northwest corner of the above described parcel and leading North 65° 57' west 617.94 feet, more or less, to the Crain Highway.

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

WITNESS:

Betty Y. Trueschler

John M. Miguel Jr.
President

The undersigned Purchasers of the above described property do hereby Certify that they bought said property at the auction at and for the price of Ten Thousand Five Hundred and no/xx ($10500.00) Dollars.

WITNESS the hands and seals of the said purchasers.

Witness:

Gale L. Gabbert (SEAL)

Edward J. Brannan

Eula May Gabbert (SEAL)

FILED

1960 OCT 19 AM 9:32

12

ORDER NISI

LIBER 128 PAGE 109

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

PAUL S. EVANS and
CLARA B. EVANS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,969 Equity

Ordered, this 19th day of October, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of November next.

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

FILED 1960 OCT 19 AM 9:32

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

PAUL S. EVANS and
CLARA B. EVANS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of November, 19 60 that the sale made and reported by the attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ... allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Brien Duckett
JUDGE.

FILED
1960 DEC -1 AM 11:25

13.

LIBER 128 PAGE 110 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. 13,969 Equity
EDWARD J. BRANNAN, Attorney Named in Mortgage
versus
PAUL S. EVANS and CLARA B. EVANS, his wife

Ordered, this 19th day of October, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of November next.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Edward J. Brannan
Attorney

N-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,969

Paul S. Evans

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 November, 1960. The first insertion being made the 27th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 17 1960 NOV 29 PM 3:50

14

In the Case of

LIBER 128 PAGE 111

Edward J. Brannan,
Attorney named in Mortgage
vs.
Paul S. Evans
and
Clara B. Evans, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,969 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 M. Dickinson
Auditor.

December 8, 1960

FILED

1960 DEC 19 AM 10:00

15

Dr. Edward J. Brannan, Attorney named in Mortgage vs. Paul S. Evans and Clara B. Evans, his wife in ac.

To Attorney for Fee, viz:		150	00	
To Attorney for Commissions, viz:		227	50	377 50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		28	00	
Auditor - stating this account		13	50	51 50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		87	52	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
The Sun - advertising sale		29	20	
U.S. Fidelity & Guaranty Co.-bond premium		44	00	
E.T. Newell & Co.,Inc. -auctioneer's fee		285	00	
Marguerite E. Wolf - notary fees		1	50	474 22
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of Claim filed	$ 9,523.65			
Interest @ 6% on principal balance of $9,334.29 from 10/10/60 to 1/17/to - 3 months 7 days	150.90	9,674	55	9,674 55
To Paul S. Evans and Clara B. Evans, his wife, mortgagors - this balance		24	53	24 53
				10,602 30

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1960				
Oct.	10	Proceeds of Sale	10,500 00	
		Interest on deferred payment of $10,000.00 to 11/30/60	83 35	10,583 35
		Refund 1960 State and County taxes - 2 months 21 days	18 95	18 95
				10,602 30

ORDER NISI LIBER 128 PAGE 114

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

Paul S. Evans
and
Clara B. Evans, his wife

No. 13,969 Equity.

1960 DEC 19 AM 10:09

ORDERED, This 19th 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 23rd 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 23rd day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 JAN 25 PM 2:03

Matthew S. Crane
Judge

18

LIBER 128 PAGE 115 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. 13,969 Equity

EDWARD J. BRANNAN, Attorney Named in Mortgage

Versus

PAUL S. EVANS and CLARA B. EVANS, his wife

Ordered this 19th 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 23rd 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 23rd day of January next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1961

We hereby certify, that the annexed

Order Nisi Eq 13,969

Auditor Account

Paul S. Evans

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of January, 1961. The first insertion being made the 22nd day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. M. G. 12761

19

ARCHEY C. NEW, ASSIGNEE

--PLAINTIFF

VS.

JAMES E. ROTHGEB and
MARGUERITE L. ROTHGEB, his wife

--DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY.

No. 14024 Equity

Mr. George T. Cromwell, Clerk:-

Please docket the above-entitled case and file the accompanying Mortgage from James E. Rothgeb and Marguerite L. Rothgeb, his wife, to the Cedar Building and Loan Association, Inc., dated September, 2, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1232, Page 22 etc., and the Assignment of the said Mortgage from the Cedar Building and Loan Association, Inc. unto Archey C. New, dated October, 5, 1960, and recorded among the Land Records aforesaid in Liber G.T.C. No. 1232, Page 25 , on the property known and designated as Lot No. 9 (nine), as shown on the Plat of "Brooklyn Park, Annex No. 2", recorded among the Land Records aforesaid in Plat Book No. 26, Page 14, the improvements thereon being known as No. 5501 Park Road.

Archey C. New
(Archey C. New)
Attorney for Assignee

Archey C. New
(Archey C. New)
Assignee of Mortgage

FILED
1960 OCT -7 PM 12:13

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 128 PAGE 117

No. 14024 County

LIBER 1232 PAGE 22

THIS MORTGAGE, Made this 2nd day of September,

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

JAMES E. ROTHGEB and MARGUERITE L. ROTHGEB, his wife,

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and the CEDAR BUILDING AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland, duly incorporated, , Mortgagee , of the second part:

Whereas, the said Mortgagors, being members of the said body corporate, have received therefrom an advance of Twelve Thousand, Five Hundred Dollars ($12,500.00) on One Hundred and Twenty-Five shares of stock, being part of the purchase-money for the property hereinafter described, the due execution of this Mortgage having been a condition precedent to the granting of the said advance,

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said JAMES E. ROTHGEB and MARGUERITE L. ROTHGEB, his wife,

do grant and convey unto the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors. . . . . and assigns, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:

BEING known and designated as Lot No.9 (nine), as shown on the Plat of "Brooklyn Park, Annex No. 2", recorded among the Land Records of Anne Arundel County in Plat Book No.26, Page 14.
The improvements thereon being known as No.5501 Park Road.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Chesapeake Terrace, Inc. unto the said James E. Rothgeb and Marguerite L. Rothgeb, his wife, the Mortgagors herein.

TOGETHER with the buildings and improvements thereupon erected, and all of the rights, ways, waters, alleys, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining.

TO HAVE and TO HOLD the said lot of ground and premises unto and to the use and benefit of the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors and assigns, for all of the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever, subject to the payment of the annual rent of One Hundred and Twenty Dollars ($120.00), payable in equal half-yearly installments on the 2nd days of March and September in each and every year.

1960 OCT -7 PM 2:48

And the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, do hereby covenant with the said Mortgagee, its successors and assigns, to pay the said advance, with interest to accrue thereon at six per cent (6%) per annum, in monthly installments of Eighty-Nine Dollars and Sixty Cents ($89.60), accounting from the date hereof, to be applied first to interest on the unpaid balance, and the remainder to principal until the said mortgage debt is paid in full; also to pay all taxes, water rent, ground rent, other public dues and charges, rent and assessments for which the property hereby mortgaged and the mortgage debt hereby secured may become liable when payable, and the insurence upon the said property, and for the purpose of paying said taxes, ground rent, other public dues and charges, and the insurance thereon, the said Mortgagors do hereby covenant to pay to the said Mortgagee the further sum of Twenty-Eight Dollars ($28.00) monthly, which the said Mortgagee shall apply from time to time to the payment of said taxes, ground rent, other public dues and charges, and the insurance thereon, with the understanding that should said sum so paid in any year during the continuance of this Mortgage be not sufficient to pay the said taxes, ground rent, other public dues and charges, and the insurance thereon, that the said Mortgagors will, on demand, pay the difference to the Mortgagee, but should said sum so paid in any one year be in excess of the said above-mentioned charges and expenses upon the said property, then such excess shall be credited by the Mortgagee on the principal, interest and fines due on the said mortgage debt: also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, constitution and by-laws, which by-laws are hereby made a part hereof.

And this Mortgage shall also secure future advances to be made at the Mortgagee's option, not to exceed in the aggregate the sum of Fifteen Hundred Dollars ($1,500.00), as provided by and in pursuance of Chapter 178, of the laws of Maryland, passed at the January session in the year 1955, and any supplements, amendments and re-enactments thereto.

And it is further agreed that in case the said Mortgagors shall cease to own, sell, transfer or otherwise dispose of the within-mortgaged property, without furst obtaining the assent in writing of the Mortgagee, then the entire remaining balance shall immediately become due and payable, and in default of payment, this Mortgage may be foreclosed.

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

~~To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of~~

~~heirs and assigns, forever.~~

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twelve Thousand, 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 Mortgagee, its successors ~~personal representatives~~, or assigns or Archey C. New, duly authorized Attorney or Agent

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

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twelve Thousand, 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 Mortgagee, its successors executors, administrators or assigns, to the extent of its or their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

TEST:

Archey C. New
(ARCHEY C.NEW)

James E. Rothgeb [SEAL]
(JAMES E. ROTHGEB)

Marguerite L. Rothgeb [SEAL]
(MARGUERITE L. ROTHGEB)

[SEAL]

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 2nd 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 JAMES E.ROTHGEB and MARGUERITE L.ROTHGEB, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared C.Braddock Jones, the President of the Cedar Building and Loan Association, Inc., the above-named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

950

Archey C. New
(ARCHEY C. NEW) NOTARY PUBLIC

Rec'd for record Sept. 4, 1958 at 10:54 AM

Mailed to Archey Cameron New

4

LIBER 128 PAGE 120

FOR VALUE RECEIVED the Cedar Building and Loan Association, Inc. hereby assigns the within mortgage unto Archey C.New, for purpose of foreclosure.
AS WITNESS the hand of C.Braddock Jones, the President of the said body corporate, and the corporate seal thereof, this 5th day of October, 1960.

ATTEST: CEDAR BUILDING AND LOAN ASSOCIATION, INC.

(Edgar M.Bell)-SECRETARY By (C.Braddock Jones) PRESIDENT

3742

Pd Equity 14024

SHORT ASSIGNMENT OF MORTGAGE

FROM

CEDAR BUILDING AND LOAN ASSOCIATION, INC.

TO

ARCHEY C. NEW

BLOCK No.

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

Recorded in Liber ..... No. .....

Folio ..... etc., one of the Records of Baltimore City, and examined.

Per ..... Clerk.

1960 OCT -7 PM 12:06
RECORDED IN LIBER CTC
NO. 1232 FOLIO 25
GEO. R. CROMWELL, CLERK

10M—8-50

100

ARCHEY C. NEW, ASSIGNEE
--PLAINTIFF

VS.

JAMES E. ROTHGEB and
MARGUERITE L.ROTHGEB, his wife
-DEFENDANTS.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

No. 14,024 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage Loan on No.5501 Park Road (Lot No.9, "Brooklyn Park,Annex No.2".....	$	12,500.00
Less amount paid on principal.....	$	374.01
Balance due on Principal..	$	12,125.99
Interest due to October,5,1960.....	$	70.08
Shortage in expense account for taxes.etc.....	$	242.29
One week's fines,accounting from Oct.4.1960.....	$	6.10
Total.....	$	12.444.46

STATE OF MARYLAND. CITY OF BALTIMORE. SS:

I HEREBY CERTIFY that. on this 5th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association,Inc.. the Assignor of the Mortgage to the Plaintiff in the above-entitled case, and he made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim. under the Mortgage filed in the said cause. now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

Vernon O. Lutz
NOTARY PUBLIC
(Vernon O.Lutz)

FILED
1960 OCT -7 PM 12:13

6

LIBER 128 PAGE 122

ARCHEY C. NEW, ASSIGNEE --PLAINTIFF	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
JAMES E. ROTHGEB and MARGUERITE L.ROTHGEB, his wife, --DEFENDANTS.	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY.
	*	No. 14,024 Equity

MILITARY AFFIDAVIT.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association,Inc., and he made oath in due form of law that he knows the Defendants herein, and that to the best of his knowledge,information and belief

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

(2) -- said defendants are not in the military service of any national allied with the United States.

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

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

Edgar M. Bell
(Edgar M. Bell) Affiant

Subscribed and sworn to before me this 5th day of October,1960.

VERNON O. LUTZ NOTARY PUBLIC BALTIMORE, MD.

Vernon O. Lutz
(Vernon O.Lutz) Notary Public

FILED
1960 OCT -7 PM 12:13

7

Fidelity and Deposit Company

LIBER 128 PAGE 123

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 10 PAGE 412

Equity No. 14,024

KNOW ALL MEN BY THESE PRESENTS:

That we, Archey C. New, 2 E. Lexington Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTEEN THOUSAND AND 00/100 ($13,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of October in the year of our Lord 1960

Whereas, the above bounden Archey C. New by virtue of the power contained in a mortgage from James E. Rothgeb and Marguerite L. Rothgeb, his wife to Cedar Building and Loan Association bearing date the 2nd day of September, 1958 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1232 Folio 22 and duly assigned of record to Archey C. New, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Archey C. New do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Archey C. New (SEAL)
Archey C. New

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to* ~~Surety~~ both

By E. V. Shockley
E. V. Shockley *Attorney-in-Fact*

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

Bond approved this 29th day of October, 1960

George T. Cromwell Clerk

FILED
1960 OCT 29

8

ARCHEY C. NEW, ASSIGNEE. --PLAINTIFF	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
JAMES E.ROTHGEB and MARGUERITE L. ROTHGEB, his wife, --DEFENDANTS.	*	IN EQUITY
	*	--
	*	No.14024 Equity.

REPORT OF SALE

TO THE HONORABLE,THE JUDGE OF SAID COURT:

The Report of Sale of Archey C.New,Assignee of the Mortgage filed in the above-entitled case, pursuant to the power and authority vested in him in and under the said Mortgage, respectfully shows that, after giving bond with security for the faithful discharge of his duties, and after having given due notice of the time, place, manner and terms of sale, by advertisements inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, the said Archey C. New, Assignee, did, pursuant to said notice, on Friday.November, 4,1960, at 3:30 o'clock P.M. (E.S.T.), attend on the premises, and then and there sold at Public Auction the leasehold property mentioned and described in the said Mortgage, known as No.5501 Park Road, Brooklyn Park, Anne Arundel County,Maryland, unto the Cedar Building and Loan Association,Inc., a body corporate of Maryland, of No.4024 Belle Grove Road, Anne Arundel County,Maryland, at and for the price or sum of Ten Thousand Dollars, ($10,000.00), subject to the payment of the annual ground rent of One Hundred and Twenty Dollars ($120.00), the said purchaser, at the price mentioned, being the highest bidder therefor.

Archey C. New
(Archey C.New)
Assignee of the aforesaid Mortgage

FILED

1960 NOV -5 PM 12:09

STATE OF MARYLAND.)
CITY OF BALTIMORE.) SS:-

I HEREBY CERTIFY that, on this 4th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ARCHEY C. NEW, ASSIGNEE, and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

NOTARY PUBLIC

Archey C. New, Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

Assignee's Mortgage Sale

VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

5501 PARK ROAD
BROOKLYN PARK
ANNE ARUNDEL COUNTY, MD.

Pursuant to a power and authority contained in a mortgage from James E. Rothgeb and Margurite L. Rothgeb, his wife, to the Cedar Building and Loan Association, Inc., dated September 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.G.C. No. 1232, Folio 22, (default having occurred thereunder), and being duly assigned to Archey C. New, the undersigned Assignee, will sell at public auction, on the premises, on

FRIDAY, NOVEMBER 4, 1960 At 3:30 O'Clock P.M.

Being known and designated as Lot No. 9, as shown on Plat of Brooklyn Park, "Annex No. 2, recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 14. Subject to an annual ground rent of $120. Improved by a FRAME DWELLING and known as No. 5501 Park Road.

Terms of Sale: Cash. A cash deposit of $500 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 and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes, ground rent, Metropolitan Sanitary District Liens and all other expenses to be adjusted to day of sale.

ARCHEY C. NEW,
ASSIGNEE

E. T. Newell & Co., Inc.,
Auctioneers
John M. Miller, Jr., President
120-26 W. North Avenue
Baltimore 1, Md.
Plaza 2-3580

n-3

Archey C. New, Solicitor
2 E. Lexington Street

ASSIGNEE'S MORTGAGE SALE

VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

5501 PARK ROAD,
BROOKLYN PARK,
ANNE ARUNDEL CO., MD.
Sale on Premises

FRIDAY, NOVEMBER 4, 1960
AT 3:30 P.M.

Improved by a FRAME DWELLING.
Ground Rent $120. Deposit $500.

For terms of sale and further particulars see The Md. Gazette of Oct. 13.
ARCHEY C. NEW, ASSIGNEE

E. T. Newell & Co. Inc. Auctioneers
John M. Miller, Jr. President
PL. 2-3580 120-26 W. North Avenue

10

LIBER 128 PAGE 126

ORDER NISI

ARCHEY C. NEW, Assignee

versus

JAMES E. ROTHGEB and

MARGUERITE L. ROTHGEB, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,024 Equity

Ordered, this 5th day of November, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Archey C. New, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of December next.

The report states that the amount of sale was $ 10,000.00

FILED 1960 NOV 5 P.M. 12:09

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

ARCHEY C. NEW, Assignee

versus

JAMES E. ROTHGEB and

MARGUERITE L. ROTHGEB, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of December, 1960, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Underwood
JUDGE.

FILED

1960 DEC 14 PM 12:47

Archey C. New, Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

Assignee's Mortgage Sale

VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

5501 PARK ROAD
BROOKLYN PARK
ANNE ARUNDEL COUNTY, MD.

Pursuant to a power and authority contained in a mortgage from James E. Rothgeb and Marguerite L. Rothgeb, his wife, to the Cedar Building and Loan Association, Inc., dated September 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.G.C. No. 1232, Folio 22, (default having occurred thereunder), and being duly assigned to Archey C. New, the undersigned Assignee, will sell at public auction, on the premises, on

FRIDAY, NOVEMBER 4, 1960
At 3:30 O'Clock P.M.

Being known and designated as Lot No. 9, as shown on Plat of Brooklyn Park, Annex No. 2, recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 14. Subject to an annual ground rent of $120. Improved by a FRAME DWELLING and known as No. 5501 Park Road.

Terms of Sale: Cash. A cash deposit of $500 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 and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes, ground rent, Metropolitan Sanitary District Liens and all other expenses to be adjusted to day of sale.

ARCHEY C. NEW,
ASSIGNEE

E. T. Newell & Co., Inc.,
Auctioneers
John M. Miller, Jr., President
120-26 W. North Avenue
Baltimore 1, Md.
Plaza 2-3580

No. 1960
n-3

LIBER 128 PAGE 127 OFFICE

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

Assignee's Mortgage Sale

James E. Rothgeb

1/14,024

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 November, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

12

LIBER 128 PAGE 128 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.14,024 Equity
ARCHEY C. NEW, Assignee
versus
JAMES E. ROTHGEB and MARGUERITE L. ROTHGEB, his wife

Ordered, this 5th day of November, 1960. That the sale of the Property in these proceedings mentioned, made and reported by Archey C. New, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of December next.

The report states that the amount of sale was $10,000.00.

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 Sale Eq. 14,024 James E. Rothgeb was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of December, 1960. The first insertion being made the 10th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 17947 1960 DEC -5 PM 1:36 By H. Tilghman

13

In the Case of

Archey C. New,
Assignee
vs.
James E. Rothgeb
and
Marguerite L. Rothgeb, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,024 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. Bickling
Auditor.

December 22, 1960.

FILED

1960 DEC 27 PM 12:47

14

Dr. in ac.

Archey C. New, Assignee vs. James E. Rothgeb and Marguerite L. Rothgeb, his wife

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	330	00	430	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	54	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	12	85		
Fidelity & Deposit Co. of Md.-bond premium	52	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	50	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Wm. S. Levy - notary fee		50		
Vernon L. Lutz - notary fees	1	00	215	09
To Cedar Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	9,303	41	9,303	41
			10,000	00
Amount of mortgage claim filed	12,444	46		
Interest at 6% on principal balance of $12,125.99 from 10/5/60 to 1/30/61 - 3 months 25 days	232	41		
	12,676	87		
Cr. Amount allowed above	9,303	41		
Balance subject to decree in personam	3,373	46		

with

Archey C. New, Assignee

Cr.

1960				
Nov.	4	Proceeds of Sale	10,000 00	10,000 00
				10,000 00

16

LIBER 128 PAGE 132

ORDER NISI

Archey C. New,

Assignee

VERSUS

James E. Rothgeb

and

Marguerite L. Rothgeb, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,024 Equity.

ORDERED, This 27th 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 30th 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 30th day of January next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st 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.

FILED

1961 JAN 31 P.M. 3:20

Benjamin Michaelson

Judge.

LIBER 128 PAGE 133 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 18, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,024

Auditor Account

James E. Rothgeb

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 30th day of January, 1961. The first insertion being made the 29th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,024 Equity
ARCHEY C. NEW, Assignee
versus
JAMES E. ROTHGEB and MARGUERITE L. ROTHGEB, his wife

Ordered, this 27th 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 30th 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 30th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-12

No. M. G. 1 X 7 X X

1961 JAN 18 PM 2:22

18

LIBER 128 PAGE 134.

ARIS TO ALLEN FAYE W. ALLEN, HIS WIFE 62 Cathedral Street Annapolis, Maryland	:	IN THE
vs.	:	CIRCUIT COURT FOR
DOROTHY MAE WHITE 2000 Braddish Avenue Baltimore 16, Maryland, and any and all persons having or claiming to have any interest in the property known as Lot 6, Block 11, as shown on the Plat 1 of Oyster Harbor, Second Election District, Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
and	:	
FLOYD BEASLEY and LILLIAN BEASLEY, HIS WIFE, 5201 Central Avenue, S. E. Washington, D. C., and any and all persons having or claiming to have any interest in the property known as Lot 39, Block 8, as shown on Plat 3, Oyster Harbor, Second Election District, Anne Arundel County, Maryland	:	NO. 14029 EQUITY

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by Morris Turk, their Solicitor, respectfully show:

1. That on October 14, 1958, your Plaintiffs, at a regular tax sale, purchased from Joseph H. Griscom, Sr., then Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received therefor Certificates of Tax Sale from said Collector of Taxes for the following real estate located in the Second Election District, Anne Arundel County, Maryland, to wit:

(a) Certificate No. A 3770 - Lot 6, Block 11, G.T.C. 1007/475, as shown on the plat of Oyster Harbor and assessed to Dorothy M. White.

(b) Certificate No. A 3774 - Lot 39, Block 8, J.H.H. 829/322 as shown on plat of Oyster Harbor and assessed to Floyd and L. Beasley.

which certificates are filed herewith marked "Complainants' Exhibits No. 1 and 2" and prayed to be taken as a part hereof.

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

FILED
1960 OCT 10 AM 11:03

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

(a) That Dorothy Mae White is the recort title owner of Lot 6, Block 11, shown on Plat 1 of Oyster Harbor, having acquired said property by deed dated February 3, 1956 from Oyster Harbor Incorporated, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1007, folio 475.

(b) That Floyd Beasley and Lillian Beasley, his wife, are the record title owners of Lot 39, Block 8, Plat 3 of Oyster Harbor, having acquired said property by deed dated November 17, 1953 from Oyster Harbor, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 829, folio 322.

3. That the description of the respective properties as the same appear upon the Tax Roll of the Treasurer of Anne Arundel County for the Second Election District is:

(a) Dorothy M. White
2000 Braddish Avenue
Baltimore 16, Maryland
Oyster Harbor
Lot 6, Blk 11
GTC 1007 475

(b) Floyd & L Beasley
5201 Central Avenue, S.E.
Washington, D. C.
Oyster Harbor
Lot 39, Block 8
JHH 829 322.

4. That the aforementioned and described real estate hass not been redeemed by any party in interest, although more than one year and one day from the date of the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland.

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

Name	Certificate No.	Amount
Dorothy M. White	A 3770	$32.32
Floyd & L. Beasley	A 3774	24.59

which are the amounts paid as a deposit for said properties, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainants herein, subsequent to the date of sale of said properties, plus all other amounts expended by the Com-

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

plainants as to the aforesaid properties, under the Annotated Code of Maryland, 1957 Edition, Article 81, as aforesaid.

TO THE END, THEREFORE, YOUR COMPLAINANTS PRAY:

(a) That a Writ of Subpeona be issued and served upon the Defendants at the last known address herein commanding them to appear in this Court on some day certain to be named therein.

(b) That an Order of Publication be passed giving ntoice to the Respondents and all persons having or claiming to have any interest in the aforementioned properties, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 15th day of December, 1960, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(c) That this Court pass a final decree foreclosing all the rights of redemption of theRespondents herein, in and to the aforesaid properties.

(d) That the Court pass a final decree whereby there will be vested in the Complainants, an absolute and indefeasible title to the properties aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents and encumbrances, except taxes and other public liens accruing subsequent to the date of sale.

(e) And for such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, etc.

Aris T. Allen

Faye W. Allen

Morris Turk
Maryland Inn, Annapolis, Maryland
Colonial 3-4341
Solicitor for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Aris T. Allen and Faye W. Allen, the Complainants, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

Notary Public

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

Equity 14,029

A 3770 **CERTIFICATE OF TAX SALE** LIBER 128 PAGE 137

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Dr. A. J. Allen, 62 Cathedral St. Annapolis. Md. at public auction for the sum of 65 Dollars and 00 Cents, of which 32 32/+ Dollars has been paid as a deposit on the property in District 2 described as Lot 6 Blk. 11, S.J.C. 1007-475 as shown on the plat of Captain Harbor

and assessed to Dorothy M. White

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1958

Joseph H. Griscom
Collector.

1960 OCT 10 FILED

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Fenn
Notary Public.

My Commission Expires Nov. 4, 1959

"COMPLAINANT'S EXHIBIT NO. 1"

Equity 14.029

A 3774 **CERTIFICATE OF TAX SALE** LIBER 128 PAGE 138

I, ~~JOSEPH H. GRISCOM, Sr.~~ County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Dr. A. J. Allen at public auction for the sum of 35 Dollars and 00 Cents, of which 24 59/71 Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 39 Blk. 8 J.H.H. 829-322 as shown on the plat of Oyster Harbor

and assessed to Floyd + L. Beasley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1958

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLewis
Notary Public.

My Commission Expires May 4, 1959

FILED
OCT 10 1960 AM 10:03

COMPLAINANT'S EXHIBIT No. 2"

5

LIBER 128 PAGE 139

ARIS T. ALLEN FAYE W. ALLEN 62 Cathedral Street Annapolis, Maryland	:	IN THE
vs.	:	
DOROTHY MAE WHITE 2000 Braddish Avenue Baltimpre 16, Maryland, and any and all persons having or claiming to have any interest in the property known as Lot 6, Block 11, as shown on Plat, Oyster Harbor, Second Election District, Anne Arundel County, Maryland.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
and	:	
FLOYD BEASLEY and LILLIAN BEASLEY, his wife, 5201 Central Avenue, S. E. Washington, D. C. and any and all persons having or claiming to have any interst in the property known as Lot 39, Block 8, as shown on Plat 3, Oyster Harbor, Second Election District, Anne Arundel County, Maryland.	:	NO. 14029 EQUITY

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties in the Second Election District, Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainants herein:

(1) Certificate No. A 3770 - Lot 6, Block 11, as shown on Plat of Oyster Harbor, filed among the Plat Records of Anne Arundel County in Plat Book 22, Page 9.

Being the same property described in a deed dated February 3, 1956 from Oyster Harbor, Incorporated, to Dorothy Mae White and recorded among the Land Records of Anne Arundel County in Liber C.T.C. No. 1007, folio 475.

(2) Certificate No. A 3774 - Lot 39, Block 8, as shown on Plat 3, Oyster Harbor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 22, page 22.

Being the same property described in a deed dated November 17, 1953 from Oyster Harbor, Incorporated, to Floyd Beasley and Lillian Beasley, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 829, folio 322.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 10th day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons having

FILED
1960 OCT 10 AM 11:03

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

an interest in said properties to be and appear in this Court by the 15th day of December, 1960, and redeem the property and answer this Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants a title free and clear of all encumbrances.

George T Cromwell
George T. Cromwell, Clerk

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

Legal Notice

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,029 EQUITY

ARIS T. ALLEN.
FAYE W. ALLEN
62 Cathedral Street
Annapolis, Maryland
versus
DOROTHY MAE WHITE
2000 Braddish Avenue, Baltimore 16, Maryland, and any and all persons having or claiming to have any interest in the property known as Lot 6, Block 11, as shown on Plat, Oyster Harbor, Second Election District, Anne Arundel County, Maryland
and
FLOYD BEASLEY and LILLIAN BEASLEY, his wife, 5201 Central Avenue, S.E., Washington, D.C. and any and all persons having or claiming to have any interest in the property known as Lot 39, Block 8, as shown on Plat 3, Oyster Harbor, Second Election District, Anne Arundel County, Maryland

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties in the Second Election District, Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainants herein:

(1) Certificate No. A 3770 — Lot 6, Block 11, as shown on Plat of Oyster Harbor, filed among the Plat Records of Anne Arundel County in Plat Book 22, Page 9.

Being the same property described in a deed dated February 3, 1956 from Oyster Habor, Incorporated, to Dorothy Mae White and recorded among the Land Records of Anne Arundel County in Liber G.T.C. NO. 1007, folio 475.

(2) Certificate No. A 3774 — Lot 39, Block 8, as shown on Plat 3, Oyster Harbor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 22, page 22.

Being the same property described in a deed dated November 17, 1953 from Oyster Harbor, Incorporated, to Floyd Beasley and Lillian Beasley, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 829, folio 322.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 10th day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons having an interest in said properties to be and appear in this Court by the 15th day of December, 1960, and redeem the property and answer this Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-3

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 141

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1960

We hereby certify, that the annexed

Order of Publication

Eq. 14,029

Dorothy Mae White

(Property)

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of December, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960
NOV 10 PM 4:48 By H. Tighman

LIBER 128 PAGE 142

Aris T. Allen et al

vs.

Dorothy Mae White et al, etc.

No. 14,029 DIVORCES - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, Dorothy Mae White, Floyd Beasley and Lillian Beasley after Order of Publication duly published ~~(or served) (having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication (or Writ of Summons.)

It is thereupon this 27th day of December 1960 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

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

Matthew S. Evans
Judge

FILED

1960 DEC 28 AM 10:05

9

LIBER 128 PAGE 143

ARIS T. ALLEN, ET AL * IN THE CIRCUIT COURT

* FOR

VS. * ANNE ARUNDEL COUNTY

*

DOROTHY MAE WHITE, ET AL * NO. 14,029 EQUITY

*

* * * * * * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123, Article 81, of the Annotated Code of Maryland (1957 Edition),

It is, thereupon, this 7 day of February, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Respondents, or of any one claim by, through or under them, in and to the property described in these proceedings, namely:

(a.) All that land situate in the Second Election District, Anne Arundel County, Maryland, being known as Lot 6, Block 11, as shown on the plat of Oyster Harbor. Being the same property conveyed to Dorothy Mae White by deed dated February 3, 1956, from Oyster Harbor, Inc. and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1007, folio 475.

(b.) All that lot of land situate in the Second Election District, Anne Arundel County, Maryland, being known as lot 39, Block 8, as shown on the plat of Oyster Harbor. Being the same property conveyed to Floyd Beasley and Lillian Beasley, his wife, by deed dated November 17, 1953, from Oyster Harbor, Inc., and recorded among the Land Records of Anne Arundel County

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

in Liber J. H. H. 829, folio 322.

And having been sold by the Treasurer of Anne Arundel County on October 14, 1958, for the non-payment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to the said date of sale and the public assessments to which the same are subject) is hereby vested in the Complainants.

3. That upon the payment to him of the balance, if any due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Complainants.

4. That the Complainants shall pay the cost of this proceeding.

Matthew S. Crane
Judge

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED
1961 FEB -8 AM 9:45

PETITION FOR FORECLOSURE

LIBER 128 PAGE 145

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assignee OF AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED

VS.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

~~ORX~~

ANNE ARUNDEL COUNTY, IN EQUITY

~~BALTIMORE CITY~~

No. 14,014 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 14th day of May A. D. 56 the defendant executed and delivered to American Fidelity Building & Loan Association, Incorporated a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $7200.00 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.

Whereas a default has occurred in the covenants and conditions of the mortgage dated May 14, 1956 from Helen Kaifos to American Fidelity Building & Loan Association, Incorporated, recorded in Liber G.T.C. 1029 Folio 316, assigned on September 30, 1959 by American Fidelity Building & Loan Association, Incorporated to First Progressive Building & Loan Association, Inc. Assignment recorded October 15, 1959 in Liber G.T.C. 1029 Folio 319.

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.

Samuel J. Aaron

Samuel J. Aaron *Attorney for Plaintiff*

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1959 OCT -5 PM 1:47

LIBER 128 PAGE 146 LIBER 1029 PAGE 316

This Mortgage, Made this 14th day of May No. 14,014 Equity

in the year one thousand nine hundred and fifty-six between HELEN KAIFOS

of the City of Baltimore, in the State of Maryland, Mortgagor and the AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagor being member of the said body corporate ha received therefrom an advance of SEVENTY TWO HUNDRED ($7200.00) -Dollars on seventy-two (72) - - - - - - - - -shares of stock, being the balance of the purchase money for the hereinafter described and mortgaged property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of SEVENTY TWO HUNDRED ($7200.00) - - - - - - - - - - - - - - - - Dollars, the said Mortgagor

does grant, assign and convey unto the said Mortgagee

its successors and assigns, all that lot of ground situate in the Anne Arundel County ~~City of Baltimore~~, State of Maryland, the improvements thereupon being known as No. Telegraph Road and Virginia Avenue and more particularly described as follows, that is to say:

Beginning for the same at the same beginning as described in the conveyance from Katie Muirhead, widow, to Harry G. Trott and Jeanne Trott, his wife, by deed dated June 25, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 366, Folio 128; said point being where the south line of said conveyance intersects the west side of Telegraph Road; and running from said beginning point, leaving said road, North 86 degrees 23 minutes West, 205.65 feet to a pipe; thence with part of the wat line of said conveyance, north 16 degrees, 55 minutes east, 94.2 feet to a point; thence leaving said line and running with the south line of a conveyance from said Trott to Julius C. Lilly and Inis Lilly, his wife, by deed dated December 22, 1952 and recorded among said Land Records in Liber J.H.H. 731, Folio 354, south 73 degrees 05 minutes east, 200 feet to a point on the west side of Telegraph Road; thence with the same, South 16 degrees 55 minutes West, 47 feet to the place of beginning.

Being the same lot of ground which by confirmatory deed dated May 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.C.T. 1029, Folio 313 was granted and conveyed by Harry G. Trott Jr. and Jeanne Y. Trott, his wife, and Elizabeth Keun, to the within Mortgagor.

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1960 OCT -5 PM 1:47

LIBER 128 PAGE 147
LIBER 1029 PAGE 317

TOGETHER with the rights and improvements thereto belonging, or appertaining and the rents, issues and profiits thereof.

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

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

~~TO HAVE AND TO HOLD said lot of ground and premises unto said Mortgagee, its successors and assigns, during the residue of the terms of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the yearly rent of~~

~~payable half yearly on the days of and in each and every year.~~

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 or addition thereto.

If said Mortgagor shall make the payments and perform the covenants herein on her part contained, then this Mortgage shall be void. And the said Mortgagor for her heirs, executors, administrators and assigns, covenant with said Mortgagee, its successors and assigns, that said mortgaged property is unencumbered save as herein set out; and to pay and perform as follows: To pay the Mortgagee, or its assigns, the weekly sum of Seventeen Dollars ($17.00) as dues, at its every weekly meeting until the said sum advanced on said shares shall be fully paid. And to pay at the same time, as interest and premium in accordance with the By-Laws of said body corporate, the weekly sum of twelve cents on each of said shares of stock until one hundred dollars shall be repaid in weekly dues, when said weekly payments of interest and premiums shall be reduced twelve cents, in accordance with its By-Laws and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest and premium shall be reduced twelve cents in accordance with said By-Laws; and to pay to the Mortgagee, in equal weekly sums, all ground rents, water rents, public dues, taxes, assessments and charges for which the property hereby mortgaged may become liable when payable, and interest on prior mortgages, if any; and to pay all fines that may be imposed by the said Mortga-

LIBER 1029 PAGE 318

LIBER 128 PAGE 148

see in accordance with its By-Laws; not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, may immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; and to keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in said insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied. All of which aforesaid and hereinbefore and hereinafter payments and covenants, shall continue in force until the Mortgage debt with interest shall be repaid in weekly payments.

And in case of any default in any one weekly payment of principal or interest or expense money or in case of any default in any of the covenants and conditions of this Mortgage or in case of default of any prior or subsequent Mortgages, if any there be, then the entire debt due plus interest to the date of the maturity of the Mortgage hereunder on said shares and Mortgage indebtedness shall become due and payable.

In the event of any default by the Mortgagor in making any of the payments required to be made by this Mortgage, or, of prior or subsequent Mortgages, if any, the Mortgagee shall be entitled, without notice to the Mortgagor , to the immediate appointment of a receiver of the property hereby mortgaged, without regard to the adequacy or inadequacy of the property as security for the Mortgage debt, and in the event of any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Stafford H. Plimack, 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 One Hundred ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making the sale of said 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 , her heirs, personal representatives or assigns, or to whomever may be entitled to the same.

That, as soon as this Mortgage becomes in default and is placed in the hands of an Attorney for collection, there shall become immediately due by the Mortgagor who hereby agree to pay to the said Attorney, a fee of thirty five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said Attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

This Mortgage with interest shall continue for a period of eight (8) years only, and any balance due and owing plus interest at the end of eight (8) years by the Mortgagor shall be payable to the Mortgagee on demand, and if not paid on demand then the Mortgagee shall have the right to foreclose this Mortgage under the consent to the passage of a decree for the sale of said property herein given.

And the said Mortgagor for herself her heirs, executors, administrators and assigns, hereby covenants and agrees with the said Mortgagee, its successors and assigns, that in the event the said Mortgagor shall cease to own the property hereby mortgaged or to have the same estate as ~~he~~ she now has in said property by either voluntary or involuntary alienation or in any other manner, then and in that event the whole sum of money due and owing under this Mortgage together with interest to the date of maturity shall immediately become due and payable and if not paid on demand, this Mortgage may be foreclosed under the consent to the passage of a decree for the sale of said property herein given.

IT IS PARTICULARLY COVENANTED AND AGREED that immediately upon the institution of any foreclosure proceedings, the attorney so instituting said proceedings shall forthwith be entitled to a counsel fee of One Hundred ($100.00) Dollars.

IT IS FURTHER COVENANTED AND AGREED that if said Mortgage shall be released prior to maturity, either by the voluntary act of the parties hereto, or of necessity by the filing of a foreclosure petition the Mortgagee, its successors or assigns, shall be entitled to interest until the date of the maturity of the Mortgage. The Mortgagor shall not have the right to anticipate any payments of principal or interest.

WITNESS the hand and seal of said Mortgagor .

TEST:

Helen Kaifos (SEAL)
HELEN KAIFOS

(SEAL)

Rose Mary Welk
Rose Mary Welk

(SEAL)

(SEAL)

5

LIBER 128 PAGE 149

LIBER 1029 PAGE 319

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, That on this 14th day of May in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HELEN KAIFOS the Mortgagor named in the foregoing Mortgage and she acknowledged the foregoing Mortgage to be her act. At the same time also app eared LEOPOLD JACOBSON President of said AMERICAN FIDELITY Building and Loan Association, 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.

WITNESS my hand and notarial seal.

Rose Mary Welk
Rose Mary Welk Notary Public

Rec'd for record May 21, 1956, at 3.02 PM.
Mailed to Stafford H. Plimack

Sept. 30 ; 1959

For value received the American Fidelity Building & Loan Association, Inc. hereby assigns the within mortgage to First Progressive Building & Loan Association, Inc.

Witness the signature of the American Fidelity Building & Loan Association, Inc. by Nathan Silverstein, President, attested by its corporate seal.

Witness: SAMUEL J. AARON

AMERICAN FID LITY BUILDING & LOAN ASSOCIATION, INC.

BY Nathan Silverstein
Nathan Silverstein, President

S. J. AARON
110 E. LEXINGTON ST
BALTO. MD.

HELEN KAIFOS

TO

AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record ..... 1956 MAY 21 PM 3:02
at ..... o'clock ..... M. Same day recorded in
Liber ..... No. ..... Folio ..... etc.
one of the Land Records of ..... examined per
..... Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
NO. 1029 FOLIO 316
GEO. T. GROMWELL, CLERK

7.50

SHORT ASSIGNMENT OF MORTGAGE

FROM American Fidelity Bldg & Loan Assn Inc

TO First Progressive Bldg & Loan Assn Inc

BLOCK

Received for Record ..... M. Same day
at ..... o'clock ..... M. Same day
Recorded in Liber M. L. R. No. .....
Folio ..... etc. one of the
Records of Baltimore City, and examined.

Per ..... Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 OCT 15 AM 9:27
RECORDED IN LIBER GTC
NO. 1029 FOLIO 319
GEO. T. GROMWELL, CLERK

SEE OVER MAIL TO HARRON

5M—10-58

STATEMENT OF MORTGAGE CLAIM

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assignee of AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED

vs.

HELEN KAIFOS

LIBER 128 PAGE 150
IN THE

CIRCUIT COURT

FOR

~~XXXX~~

ANNE ARUNDEL COUNTY, IN EQUITY

~~BALTIMORE CITY~~

No. 14,014 Equity

STATEMENT OF MORTGAGE DEBT

Mortgage Balance	$7312.12
Less Credit	106.69
	$7235.43
Interest from 8/11/60 - 8 weeks to 10/6/60 @ $8.88 per week	71.04
	$7306.47

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of ~~July~~ October 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 Merrill Levy, Secretary of First Progressive Building and Loan Association, Inc.

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

FILED

1960 OCT -5 PM 1:47

As witness my hand and Notarial Seal,

Max Polt *Notary Public.*

BALTIMORE, MARYLAND NOTARY PUBLIC MAX POLT

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

LIBER 128 PAGE 151

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assignee OF AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED

vs.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY, IN EQUITY

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

No. 14,014 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Samuel J. Aaron

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.

Samuel J. Aaron *Affiant.*

Subscribed and sworn to before me this 5th day of ~~July~~ October 1960

Max Polt *Notary Public*

BALTIMORE, MARYLAND MAX POLT

FILED

1960 OCT -5 PM 12:47

LIBER 128 PAGE 152

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assignee OF AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED

vs.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

[redacted]

ANNE ARUNDEL COUNTY, IN EQUITY

No. 14,014 Equity

.....TERM, 19.....

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 5th day of October July, in the year nineteen hundred and sixty, by the Circuit Court of Baltimore City, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Samuel J. Aaron be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by hi msel f and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand ($10,000.00) Dollars, conditioned for the faithful performance of the trust reposed in h im by this decree, or to be reposed in h im by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers; endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of foreclosure 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, personal representatives and assigns the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged h is 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.

Benjamin Michaelson
Judge.

FILED

1960 OCT -6 PM 12:30

LIBER 10 PAGE 397 Docket 19 - folio 145 - Case # 14014 Equity

[TRUSTEE'S BOND.] The Jeffersonian Print.

LIBER 128 PAGE 153

Know All Men By These Presents:

That we, Samuel J. Aaron - 110 E. Lexington 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 Ten Thousand and no/100

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 10th day of October in the year nineteen hundred and sixty

WHEREAS, by decree of the Circuit Court for ~~xxxxxx~~ Anne Arundel County, sitting in Equity, passed in a cause in said court on the _____ day of _____ nineteen hundred and _____ between First Progressive Building & Loan Association, Incoporated complainants, and Helen KAIFOS _____ respondents, the above bound Samuel J. Aaron

ha_S_ been appointed Trustee_____ to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above hounden Samuel J. Aaron

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

Alma V. Jenkins

Samuel J. Aaron [SEAL]

[SEAL]

Anne Lathroum

Anne Lathroum, as to surety

The Fidelity and Casualty Company of New York

Samuel R. Zetzer, Attorney in Fact [SEAL]

[SEAL]

FILED

1960 OCT 13 AM 11:59

Bond approved this 13 day of October, 1960

George T. Cromwell, Clerk.

REPORT OF SALE

LIBER 128 PAGE 154

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assignee of AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED

vs.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

19-145

#14014

To The Honorable Judge of the Circuit Court for Anne Arundel County

The Report of Sale of Samuel J. Aaron

Trustee appointed by the decree in the above entitled cause, to make sale of residential fee simple ranch house cottage located at Telegraph Road and Virginia Avenue, A. A. Co., Md.

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

The Maryland Gazette

a daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee Samuel J. Aaron did pursuant to said notice on Monday the 7th day of November 1960 at 1:00 o'clock P. M. attend on the premises and then and there sold fee simple property at Telegraph Road and Virginia Avenue for the sum of $ 8500.00 ; said property sold at public auction and the sale was conducted diligently and fairly and the price obtained was the best price obtainable. A copy of the advertisement is attached hereto. The property was sold to The Lexington Corporation, Inc., it being the highest bidder, at the Court House Door, Church Circle, Annapolis, Maryland.

Trustee

Samuel J. Aaron, Solicitor
18 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

IMPROVED AND VALUABLE RESIDENTIAL FEE SIMPLE RANCH HOUSE COTTAGE

LOCATED ON TELEGRAPH ROAD AND VIRGINIA AVENUE IN ODENTON, CONCRETE BLOCK, IN THE FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell by public auction the property mentioned in a mortgage from Helen Kaifos to American Fidelity Building and Loan

Association assigned to First Progressive Building and Loan Association, the mortgage being dated May 14th, 1956 and recorded in Liber G.T.C. No. 1029 Folio 316, assignment recorded in G.T.C. No. 1029 Folio 319, a default having occurred in said mortgage, the following property and improvements thereon will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

MONDAY,
NOVEMBER 7, 1960
At 1:00 O'Clock P.M.

Case No. 14014, Docket 19, Folio 145, Circuit Court for Anne Arundel County

All that lot of ground situate in the Fourth Election District of Anne Arundel County and described in the conveyance from Katie Muirhead, widow, to Harry G. Trott and Jeanne Trott, his wife, by deed dated June 25, 1946 and recorded among the Land Records of Anne Arundel in Liber J.H.H. 366, Folio 128; said point being where the south line of said conveyance intersects the west side of Telegraph Road; and running from said beginning point, leaving said road, North 86 degrees 23 minutes West; 206.65 feet to a pipe; thence with part of the wat line of said conveyance, north 16 degrees, 55 minutes east, 94.2 feet to a point; thence leaving said line and running with the south line of a conveyance from said Trott to Julius C. Lilly and Iris Lilly, his wife, by deed dated December 22, 1952 and recorded among said Land Records in Liber J.H.H. 731, Folio 354, south 73 degrees 05 minutes east, 200 feet to a point on the west side of Telegraph Road; thence with the same, South 16 degrees 55 minutes West, 47 feet to the place of beginning

BEING the same lot of ground which by confirmatory deed dated May 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1029, Fd by Harry G. Trott Jr. and Joanne Y. Trott, his wife, and Elizabeth Keun to Helen Kalfos.

This property is a concrete block ranch house dwelling that is occupied as a residence.

TERMS OF SALE: One-third cash, balance in 6 and 12 months, or all cash as the purchaser may elect at time and place of sale; credit payments to bear interest from the date of sale, and to be secured to the satisfaction of the undersigned Trustee. All expenses such as taxes and any other expenses shall be adjusted to the date of sale including Metropolitan Sanitary District Liens, if any; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cash deposit of $1,000 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

SAMUEL J. AARON, Trustee
LEE ZALIS
Auctioneer

n-3

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 7th day of ~~July~~ November 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Anne Arundel of Baltimore aforesaid, personally appeared

Samuel J. Aaron 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 NOV -9 AM 11:05

As witness my hand and Notarial Seal,

Alma Virginia Jenkins
~~Max Pole~~ *Notary Public.*

Alma Virginia Jenkins

10

ORDER NISI

LIBER 128 PAGE 157

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assignee of AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED
versus
HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,014 Equity

Ordered, this 9th day of November, 1960, That the sale of the Property in these proceedings mentioned made and reported by Samuel J. Aaron, Trustee

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.

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

FILED 1960 NOV 9 AM 11:05

True Copy, George T. Cromwell, Clerk.

TEST: _____ Clerk.

(Final Order)

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assignee of AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED
versus
HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 21st day of December, 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 DEC 21 PM 3:23

Samuel J. Aaron, Solicitor
1 10 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

IMPROVED AND VALUABLE RESIDENTIAL FEE SIMPLE RANCH HOUSE COTTAGE

LOCATED ON TELEGRAPH ROAD AND VIRGINIA AVENUE IN ODENTON, CONCRETE BLOCK, IN THE FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell by public auction the property mentioned in a mortgage from Helen Kaifos to American Fidelity Building and Loan Association assigned to First Progressive Building and Loan Association, the mortgage being dated May 14th, 1956 and recorded in Liber G.T.C. No. 1029 Folio 316, assignment recorded in G.T.C. No. 1029 Folio 319, a default having occurred in said mortgage, the following property and improvements thereon will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

MONDAY, NOVEMBER 7, 1960 At 1:00 O'Clock P.M.

Case No. 14014, Docket 19, Folio 145, Circuit Court for Anne Arundel County

All that lot of ground situate in the Fourth Election District of Anne Arundel County and described in the conveyance from Katie Muirhead, widow, to Harry G. Trott and Jeanne Trott, his wife, by deed dated June 25, 1946 and recorded among the Land Records of Anne Arundel in Liber J.H.H. 366, Folio 128; said point being where the south line of said conveyance intersects the west side of Telegraph Road; and running from said beginning point, leaving said road, North 86 degrees 23 minutes West; 205.65 feet to a pipe; thence with part of the wat line of said conveyance, north 16 degrees, 55 minutes east, 94.2 feet to a point; thence leaving said line and running with the south line of a conveyance from said Trott to Julius C. Lilly and Inis Lilly, his wife, by deed dated December 22, 1952 and recorded among said Land Records in Liber J.H.H. 731, Folio 354, south 73 degrees 05 minutes east, 200 feet to a point on the west side of Telegraph Road; thence with the same, South 16 degrees 55 minutes West, 47 feet to the place of beginning

BEING the same lot of ground which by confirmatory deed dated May 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1029, Folio 313 was granted and conveyed by Harry G. Trott Jr. and Jeanne Y. Trott; his wife, and Elizabeth Keun to Helen Kaifos.

This property is a concrete block ranch house dwelling that is occupied as a residence.

TERMS OF SALE: One-third cash, balance in 6 and 12 months, or all cash as the purchaser may elect at time and place of sale; credit payments to bear interest from the date of sale, and to be secured to the satisfaction of the undersigned Trustee. All expenses such as taxes and any other expenses shall be adjusted to the date of sale including Metropolitan Sanitary District Liens,

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 158

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1960

We hereby certify, that the annexed

Trustee's Sale

Eq 14,014

Folio 316-319

Helen Kaifos, (1.00 P.M.)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No 12.

1960 NOV 10 PM 4:38

if any; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cash deposit of $1,000 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

SAMUEL J. AARON, Trustee
LEE ZALIS
Auctioneer

n-3

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,014 Equity

FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INC., Assigneee of AMERICAN FIDELITY BUILDING & LOAN ASSOCIATION, INCORPORATED

versus

HELEN KAIFOS

Ordered, this 9th day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Samuel J. Aaron, Trustee 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.

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

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

D-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 159

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,014
Helen Kaifos
($8,500.00)

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 December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1215

FILED

1960 DEC 15 PM 1:24

13

LIBER 128 PAGE 160

In the Case of

First Progressive Building & Loan Association, Inc., Assignee, etc.

vs.

Helen Kaifos

In the

Circuit Court

For

Anne Arundel County

No. 14,014 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

December 28, 1960

FILED
1961 JAN -3 AM 11:02

14

Dr. First Progressive Building & Loan Association, Inc., Assignee, etc. vs. Helen Kaifos

in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	286	52	386	52
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	93	20		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Casualty Co. of Md.-bond premium	40	00		
Lee's Auction Rooms, Inc. -auctioneer's fee	272	00		
One-half Federal documentary stamps	4	67		
One-half State documentary stamps	4	68		
Alma V. Jenkins - notary fee		50	442	05
To Trustee for Taxes, viz: 1960 State and County taxes ($208.04) adjusted - 311 days	177	27	177	27
To First Progressive Building & Loan Ass'n, Inc., Assignee of the mortgage filed in these proceedings - in full for mortgage claim, viz:				
Amount of Claim filed $7,306.47				
Interest @ $8.88 per week from 10/6/60 to 2/6/61 - 17 weeks 150.96				
	7,457	43	7,457	43
To Helen Kaifos, Mortgagor - this balance	35	73	35	73
			8,550	50

with

Samuel J. Aaron, Trustee

Cr.

1960						
Nov.	7	Proceeds of Sale	8,500	00		
		Interest on deferred payment of $7,500.00 to 12/20/60 - 1 month 13 days	50	50	50	50
			8,550	50		

LIBER 128 PAGE 163

ORDER NISI

First Progressive Building & Loan Association, Inc., Assignee, etc

VERSUS

Helen Kaifos

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,014 Equity.

ORDERED, This 3rd day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of 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 6th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of February, 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 FEB -9 PM 2:00

D. Bonin Duckett

17

LIBER 128 PAGE 164

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,014 Equity
First Progressive Building & Loan Association, Inc., Assignee, etc.
versus
HELEN KAIFOS

Ordered, this 3rd day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of 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 6th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,014
Auditor Accounts
Helen Kaifos

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of February, 1961. The first insertion being made the 5th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED
FEB -7 AM 9:45

No. M. G. 18959

18.

PETITION FOR FORECLOSURE

LIBER 128 PAGE 165

MILDRED CAPLAN

VS.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

~~OF~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 14,015 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 16th **day of** October **A. D.** 1953 **the defendant executed and delivered to** Mildred Caplan **a mortgage upon certain** fee simple **property in** Anne Arundel County ~~the City of Baltimore~~ **therein described, to secure the payment of the mortgage debt of $** 6200.00 **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.**

Whereas a default has occurred in the covenants and conditions of said mortgage recorded in Liber J.H.H. No. 792 Folio 498.

And your petitioner pray 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.

Samuel J. Aaron

Samuel J. Aaron *Attorney for Plaintiff*
110 E. Lexington St.
Baltimore 2, Md.
Mu. 5-8264

FILED

1960 OCT -5 PM 1:46

MORTGAGE FEE—CITY OR COUNTY—Fo

LIBER 792 PAGE 498

No. 14,015 Equity

LIBER 128 PAGE 166

THIS MORTGAGE, Made this 16th. . . day of OCTOBER. . . . . .

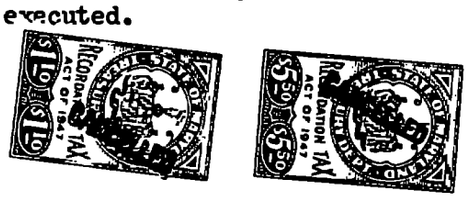
in the year nineteen hundred and FIFTY-THREE. . . . . by and between HELEN KAIFOS,

Mortgagor of the CITY OF BALTIMORE. . . . . in the State of Maryland, of the first part, and

MILDRED CAPLAN. . . . . , Mortgagee , of the second part:

Whereas, the said mortgagor is justly and bona-fide indebted unto the said mortgagee in the full and just sum of $ 6200.00 , which sum she has agreed to repay with interest at the rate of 6% per annum in weekly installments of $25.00 on the principal and $7.44 on the interest; every time the sum of $100.00 is paid on the principal, the interest shall be reduced 12¢ and shall be applied to the principal; a default in any one weekly payment shall constitute a default in the mortgage. These payments shall continue for five (5) years and at the end of five (5) years any balance due shall be payable on demand in full, both as to principal and interest and,

Whereas, to better secure the payments of the principal and interest as they mature and as a condition precedent to the grating of a mortgage, these precedents are executed.



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

does. grant and convey unto MILDRED CAPLAN. . . . . .

her heirs and assigns,

in fee simple, all that. . . . . lot or parcel of ground situate and lying in the City of Baltimore. . . . . aforesaid, and described as follows, to wit:—Beginning for the same at the intersection of the road leading to Patuxent River and the Pennsylvania Railroad right of way and running thence and binding on the said right of way north 48 degrees 24 minutes east 134 feet to a stake thence continuing along the right of way of the Pennsylvania Railroad north 45 degrees 58 minutes east 75.47 feet to a stake, thence leaving the said Pennsylvania Railroad right of way and running south 58 degrees 38 minutes east 900 feet to the County Road leading to Odenton, thence with the said County Road south 31 degrees 22 minutes west 200 feet to the division line between lots Nos. 5 and 6, thence binding on the said division line north 58 degrees 38 minutes west 961 feet to the Pennsylvania Railroad right of way, the place of beginning being lots Nos. 4 and 5 as shown on a plat of the subdivision part of 40 acre tract near Odenton, Anne Arundel County, Maryland, for Foxwell and Foxwell, made by J. R. McCrone, Jr., Annapolis, Maryland and dated November 1943, said plat being duly recorded among the Land Records of Anne Arundel County, in plat cabinet No. 3, Rod E-5, plat No. 7.

Being the same lot of ground described in a deed recorded among the Land Records of Anne Arundel County in Liber J. H. H. 324 foli 119 dated January 23, 1945 from Elizabeth Foxwell and husband.

See release dower from George L. Kaifos to Helen Kaifos recorded among the Land Records of Anne Arundel County in Liber J. H. H. 449 fiol 111 release dated December 13, 1947.

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

FILED 1950 OCT -5 PM 1:47

2.

IT IS PARTICULARLY CONVENANTED AND AGREED that immediately upon the institution of any foreclosure proceedings, any attorney so instituting said proceedings shall forthwith be entitled to a counsel of One Hundred ($100.00) Dollars.

A default in any prior mortgage shall constitute a default in this mortgage.

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 Mildred Caplan. . . . . her heirs and assigns, forever.

Provided, that if the said Helen Kaifos. . . . . executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Sixty-two hundred ($6200.00). . . . . 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 her. . . . . part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, her. . . . . personal representatives, or assig or Samuel J. Aaron, its. . . . ly authorized Attorney or Agent

of the said Mortgagee , her 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 two hundred-fifty ($250.00) 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 her heirs 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 her heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for herself, her. . . . 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 her. . . . . heirs, personal representatives and assigns, does hereby agrees and covenants to pay, and the said Mortgagee, her. . . . . personal representatives or assigns, or Samuel J. Aaron. . . . . 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, her heirs, executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said 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-two hundred ($6200.00). . . . . 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 , her heirs, executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the. . . . . hand and seal of said Mortgagor

TEST:

Jane A. Pennell

Helen Kaifos [SEAL]

[SEAL]

[SEAL]

State of Maryland, City of Baltimore , ss:

I Hereby Certify, that on this 16th. . . . . day of October. . . . . in the year one thousand nine hundred and Fifty-three. . . . . before me, a Notary Public. . . . . of the State of Maryland, in and for the City of Baltimore. c. . . . . aforesaid, personally appeared Helen Kaifos. . . . . the Mortgagor named in the foregoing Mortgage, and she. . acknowledged the foregoing Mortgage to be her. . . . . act. At the same time also appeared Mildred Caplan 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.

JANE A PENNELL NOTARY PUBLIC BALTIMORE, MARYLAND

Jane A. Pennell Notary Public

Recorded- 29th Oct., 1953, at 11:40 A.M.

STATEMENT OF MORTGAGE CLAIM

LIBER 128 PAGE 169

MILDRED CAPLAN

vs.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 14,015 Equity

STATEMENT OF MORTGAGE DEBT

Original Mortgage - 10/2/53		$6200.00
Balance due	$2585.84	
Interest from 8/1/59 to 8/1/60	175.10	
Interest from 8/1/60 to 9/1/60	20.30	
Balance	$2773.86	

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of October 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 Samuel J. Aaron, duly authorized agent of Mildred Caplan

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

FILED

1960 OCT -5 PM 1:46

As witness my hand and Notarial Seal,

Alma Virginia Jenkins

Notary Public.

6

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

LIBER 128 PAGE 170

MILDRED CAPLAN

vs.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,015 Equity

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Samuel J. Aaron

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.

Samuel J. Aaron *Affiant.*

Subscribed and sworn to before me this 5th day of October 1960

Alma Virginia Jenkins
Notary Public

FILED

1960 OCT -5 PM 1:47

1.

LIBER 128 PAGE 171

DECREE FOR SALE OF MORTGAGE PREMISES

MILDRED CAPLAN

vs.

HELEN KAIFOS

IN THE

CIRCUIT COURT FOR

~~—OR—~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

No. 14,015 Equity

TERM, 19

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 5th day of October, in the year nineteen hundred and sixty, by the Circuit Court ~~of Baltimore City~~ for Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Samuel J. Aaron 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 Five Thousand ($5,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of foreclosure 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, / personal representatives & 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.

Benjamin Michaelson
Judge

FILED

1960 OCT -6 PM 12:29

8

LIBER 10 PAGE 396 No. 14,015 Equity

LIBER 128 PAGE 172

[TRUSTEE'S BOND.] The Jeffersonian Print.

Know All Men By These Presents:

That we, Samuel J. Aaron

110 E. Lexington 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 Five Thousand and no/100 Dollars. to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators. jointly and severally, firmly by these presents; sealed with our seals, and dated this 10th day of October 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 Mildred Caplan complainants, and Helen Kaifos ____ respondents. the above bound Samuel J. Aaron

has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden Samuel J. AAron

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

Alma V. Jenkins

Anne Lathroum

Anne Lathroum, as to surety

Samuel J. Aaron [SEAL]

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK [SEAL]

Samuel R. Zetzel, Attorney In-Fact [SEAL]

[SEAL]

[SEAL]

FILED

1960 OCT 13 AM 11:59

Bond approved this 13th day of October, 1960

George T. Cromwell, Clerk

9

REPORT OF SALE

MILDRED CAPLAN

vs.

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

#14015

19-146

LIBER 128 PAGE 173

To The Honorable Judge of the Circuit Court for Anne Arundel County

The Report of Sale of Samuel J. Aaron

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

Commercial fee simple property located at Odenton-Patuxent Road known as Fort Meade Cabins, 4th Election District, A.A.Co., Md.

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

The Maryland Gazette

weekly Anne Arundel County newspaper published in for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 7th day of November 19 60 at 1:30 o'clock P.M. attend on the premises and then and there sold commercial fee simple property located at Odenton-Patuxent Road known as Fort Meade Cabins, 4th Election District, A.A.Co., Md., being the property of Helen Kaifos mentioned in these proceedings; the property was sold for the price of $4200.00 subject to a prior mortgage of $3848.51 plus $230.91 interest to January 12, 1961; in accordance with the terms of the advertisement, a copy of which is attached hereto; that the Trustee obtained the best price that he was able to obtain for the property which was sold at the Court House Door, Church Circle, Annapolis, Maryland, to The Lexington Corporation, Inc.

Samuel J. Aaron
Trustee

SAMUEL J. AARON
Solicitor
110 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE IMPROVED COMMERCIAL FEE SIMPLE PROPERTY

LOCATED ON ODENTON - PATUXENT ROAD, KNOWN AS FORT MEADE CABINS FOURTH ELECTION DISTRICT ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell by public auction the property mentioned in a mortgage from Helen Kaifos to Mildred Caplan dated October 16, 1953 recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 792 Folio 498, default having occurred in said mortgage, the following property and improvements thereon will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

LIBER 128 PAGE 174

MONDAY,
NOVEMBER 7, 1960
At 1:30 O'Clock P.M.

ALL those lots of ground situate in the Fourth Election District, Anne Arundel County, known as Lots 4 and 5, as shown on the plat of Subdivision of part of 40 acres tract near Odenton, A. A. Co. for Foxwell & Foxwell, Inc. made by J. R. McCrone, Inc. dated November, 1943, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 18, Page 35.

BEING the same property acquired by Helen Kaifos by deed dated January 23, 1945 from Elizabeth Foxwell and husband, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, folio 119.

This property fronts on Odenton Road 200 feet with a depth of 900 feet, more or less, to the tracks of the Pennsylvania Railroad, and is improved by a restaurant and 15 cabins, known as Fort Meade Cabins.

This property is being sold subject to a prior mortgage.

TERMS OF SALE: One-third cash, balance in 6 and 12 months, or all cash as the purchaser may elect at time and place of sale; credit payments to bear interest from the date of sale, and to be secured to the satisfaction of the undersigned Trustee. All expenses such as taxes and any other expenses shall be adjusted to the date of sale, including Metropolitan Sanitary District liens, if any; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cash deposit of $1,000 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

SAMUEL J. AARON, Trustee
LEE ZALIS
Auctioneer.

N-3

LIBER 128 PAGE 175

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 7th day of November 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Anne Arundel of Baltimore aforesaid, personally appeared Samuel J. Aaron

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 NOV -9 AM 11:05

As witness my hand and Notarial Seal,

Alma Virginia Jenkins
Notary Public.

Alma Virginia Jenkins

10

ORDER NISI

MILDRED CAPLAN

versus

HELEN KAIFOS

LIBER 128 PAGE 176

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,015 Equity

Ordered, this 9th day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Samuel J. Aaron, Trustee

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.

The report states that the amount of sale was $4,200.00

FILED 1960 NOV 9 AM 11:06

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

MILDRED CAPLAN

versus

HELEN KAIFOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21 day of December, 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 DEC 21 PM 3:23

11

SAMUEL J. AARON
Solicitor
110 E. Lexington St.
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE IMPROVED COMMERCIAL FEE SIMPLE PROPERTY

LOCATED ON ODENTON - PATUXENT ROAD, KNOWN AS FORT MEADE CABINS
FOURTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, the undersigned Trustee will sell by public auction the property mentioned in a mortgage from Helen Kalfos to Mildred Caplan dated October 16, 1953 recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 792 Folio 498, default having occurred in said mortgage, the following property and improvements thereon will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

MONDAY,
NOVEMBER 7, 1960
At 1:30 O'Clock P.M.

ALL those lots of ground situate in the Fourth Election District, Anne Arundel County, known as Lots 4 and 5, as shown on the plat of Subdivision of part of 40 acres tract near Odenton, A. A. Co. for Foxwell & Foxwell, Inc. made by J. R. McCrone, Inc. dated November, 1943, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 18, Page 35.

BEING the same property acquired by Helen Kalfos by deed dated January 23, 1945 from Elizabeth Foxwell and husband, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, folio 119.

This property fronts on Odenton Road 200 feet with a depth of 900 feet, more or less, to the tracks of the Pennsylvania Railroad, and is improved by a restaurant and 15 cabins, known as Fort Meade Cabins.

No. 12

This property is being sold subject to a prior mortgage.

TERMS OF SALE: One-third cash, balance in 6 and 12 months, or all cash as the purchaser may elect at time and place of sale; credit payments to bear interest from the date of sale, and to be secured to the satisfaction of the undersigned Trustee. All expenses such as taxes and any other expenses shall be adjusted to the date of sale, including Metropolitan Sanitary District liens, if any; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cash deposit of $1,000 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

SAMUEL J. AARON, Trustee
LEE ZALIS
Auctioneer.

N-3

1960 NOV 10 PM 4:39

LIBER 128 PAGE 177

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1960

We hereby certify, that the annexed

Trustee's Sale

Folio 498

"1:30 P.M."

Helen Kalfos

14,015

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 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 178

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,015 Equity
MILDRED CAPLAN
versus
HELEN KAIFOS

Ordered, this 9th day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Samuel J. Aaron, Trustee, 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.

The report states that the amount of sale was $4,200.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,015
Helen Kaifos
($4,200.00)

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 December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 18114

FILED

1960 DEC 15 PM 1:24

13

LIBER 128 PAGE 179

In the Case of

Mildred Caplan

VS.

Helen Kaifos

In the

Circuit Court

For

Anne Arundel County

No. 14,015 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 M. Eckelmeyer
Auditor.

December 28, 1960

FILED

1961 JAN -3 AM 10:38

1 of

Dr. Mildred Caplan vs. Helen Kaifos in ac.

To Trustee for Fee, viz:	250	00		
To Trustee for Commissions (real estate) viz:	156	67		
To Trustee for Commissions on rents collected, viz:	40	03	446	70
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	22	50		
			61	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	73	93		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Casualty Co. - bond premium	20	00		
Lee's Auction Rooms,Inc. -auctioneer's fee	161	00		
Winson G. Gott, Jr. - title check	5	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Telephone calls	2	40		
Alma V. Jenkins - notary fees	2	00	296	28
To Trustee for Taxes, viz:				
1958 State and County taxes and interest	368	61		
1959 State and County taxes and interest	365	10		
1960 State and County taxes and interest ($362.52) adjusted - 311 days	308	82		
Tax sale costs	3	00		
			1,045	53
To Trustee for Claims paid, viz:				
Baltimore Gas & Electric Co. - service	70	04		
Baltimore Gas & Electric Co. - to 11/7/60	66	40	136	44
To Mildred Caplan, mortgagee - this balance on account mortgage claim	2,635	88	2,635	88
			4,622	58
Amount of mortgage claim filed	2,773	86		
Interest @ 6% on principal balance of $2,585.84 from 9/1/60 to 2/6/61 - 4 months 6 days	54	31		
	2,828	17		
Cr. Amount allowed above	2,635	88		
Balance subject to decree in personam	192	29		

with

Samuel J. Aaron, Trustee

Cr.

1960				
Nov.	7	Proceeds of Sale	4,200 00	
		Interest on deferred payment of $3,200.00 to 12/20/60 - 1 month 12 days	22 24	4,222 24
		Rents collected by Trustee prior to sale (Order 10/20/60), viz:		
		Morris Turk, Attorney	226 34	
		Joseph Justus	174 00	400 34
				4,622 58

LIBER 128 PAGE 182

ORDER NISI

1961 JAN -3 AM 10:33

FILED

Mildred Caplan

VERSUS

Helen Kaifos

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,015 Equity.

ORDERED, This 3rd day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of 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 6th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of February, 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 FEB -9 PM 2:00

O. Bruce Duckett

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 183

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,015 Auditor Account Helen Kaifos

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of February, 1961. The first insertion being made the 5th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,015 Equity
Mildred Caplan
versus
HELEN KAIFOS

Ordered, this 3rd day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of 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 6th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-19

FILED
1961 FEB -7 AM 9:45

No. M. G. 16960

18

LIBER 128 PAGE 184

GORDON STEUART and
ELISABETH STEUART, his wife
Route 3 Box 209
Annapolis, Maryland

vs.

ROSALIE LOCKLEY
3915 Kansas Avenue, N.W.
Washington, D. C.
LOUISE B. SCHULZ
927 New Hampshire Avenue, N.W.
Washington, D. C.
DOROTHY GOULD ROWE
1610 New Hampshire Avenue, N.W.
Washington 9, D. C.
LUCIE C. SPENCER
Pheonix, N. Y.
EDNA SPENCER FULLER
Central Square, N. Y.
EDNA FULLER BACKMAN
Central Square, N. Y.
LOT E. FULLER
Central Square, N. Y.
CHARLES H. FULLER
Central Square, N. Y.
THEO FULLER PARKER
Pennellville, N. Y.
and LUCILLE SPENCER SOTHERDEN
Clay, N. Y., Devisees of
EVELYN L. SPENCER, deceased.
RALPH N. RIDER
Box 402, Annapolis, Maryland
BURTON G. COWLES
3918 Illinois Ave., N.W.
Washington, D. C.
RUTH RAMSDELL
1721 DeSales St., N.W.
Washington, D. C.
FRED E. LYTLE
Box 402, Annapolis, Maryland
KATHERINE OUTLAND
409 Eye St., N.E.
Washington, D. C.
LOIS B. DIXON
1513 - 16th St., N.W.
Washington, D. C.
GLADYS L. KNIGHT
1835 California St., N.W.
Washington, D. C.
ARUNDEL ON THE BAY PROPERTIES, INC.
1216 - 18th St., N.W.
Washington, D. C.
ADELAIDE L. WOODFORD
3141 Mt. Pleasant St.
Washington, D. C. and
H. N. BLAUSTEIN
Tower Building
Washington, D. C.
AND ALL OTHER PERSONS HAVING OR CLAIMING
TO HAVE ANY INTEREST IN THE PROPERTIES
DESCRIBED IN THIS BILL OF COMPLAINT.

:

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,025, EQUITY

BILL OF COMPLAINT

FILED
1960 OCT -7 PM 3:29

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That on or about October 14, 1958, Certificates of Tax Sale Nos. 3705 and 3706 were issued to the Plaintiffs by Joseph H. Griscom, Sr. then Collector of Taxes for the State of Maryland, and Anne Arundel County, in accordance with the provisions of Section 83, Article 81 of the Annotated Code of Maryland, (1957 Edition) and that on or about April 7, 1960, Certificates of Tax Sale Nos. 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, and 3006 were issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland, and Anne Arundel County, in accordance with the provisions of Section 85 of Article 81 of the Annotated Code of Maryland, (1957 Edition) and duly assigned to your Orators by the County Commissioners of Anne Arundel County, the purchasers therein, and said Certificates are prayed to be taken as a part hereof.

2. That the properties mentioned in said Certificates are situate in the Second Election District of Anne Arundel County, Maryland, and are particularly described on a Plat of Arundel-on-the-Bay "Revised Plat" by J. Revell Carr, County Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 9 , Page No. 25 , as follows:

Certificate No. 3706 -

> Lots "E" and "F" in Block 21. Being the identical lots of ground described less particularly in said Certificate and being part of the property which was conveyed by Lawrence B. Battley and wife to Rose C. Schulz and Louise B. Schulz, as joint tenants, by deed dated June 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 311, folio 243, the said Rose C. Schulz having since departed this life leaving the said Louise B. Schulz as survivor. On October 14, 1958, the date of the Collector's sale, the said lots herein described were assessed to "Louise B. Schultz," whose last known address was 927 New Hampshire Avenue, N.W., Washington, D. C., and was in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said personsubject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $80.45.

Certificate No. 3705 -

> Lot "M" in Block 41. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Gordon Steuart and wife to Rosalie Lockley by deed dated May 20, 1954, and duly recorded among the aforesaid Land Records in Liber J.H.H. 836, folio 574. On October 14, 1958, the date of the Collector's Sale, the said lot herein described was assessed to "Rosalie Lockley" whose last known address

was 3915 Kansas Avenue, N.W., Washington, D. C., and was in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $31.46.

Certificate No. 2840 -

Lot "G" in Block 27. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Arundel-on-the-Bay Properties, Incorporated to Fred E. Lytle by Deed dated August 31, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. 212, folio 92. On October 13, 1942, the date of the Collector's Sale, the said lot herein described was assessed to "Fred E. Lytle" whose last known address was Box 402, Annapolis, Maryland, and was in fact owned by him on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $23.42.

Certificate No. 2841 -

Lots "G" and "I" in Block 31. Being the identical lot of ground described less particularly in said Certificate and being a part of the same property which was conveyed by Arundel-on-the-Bay Properties, Incorporated to Gladys L. Knight by Deed dated April 30, 1935 and recorded among the aforesaid Land Records in Liber F.A.M. 137, folio 372. On October 13, 1942, the date of the Collector's Sale, the said lots herein described were assessed to "Gladys L. Knight," whose last known address was 1835 California St., N.W., Washington, D. C., and were in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $33.22.

Certificate No. 2842 -

Lot "F" in Block 27. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Arundel-on-the-Bay Properties, Incorporated to Ralph N. Rider by Deed dated August 31, 1939 and recorded among the aforesaid Land Records in Liber J.H.H. 212, folio 93. On October 13, 1942, the date of the Collector's Sale, the said lot herein described was assessed to "Ralph N. Rider," whose last known address was Box 402, Annapolis, Maryland, and was in fact owned by him on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said lot is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the Sale was $23.42.

Certificate No. 2843 -

Lot "C" in Block 21. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Dorothy S. Quakenbush, et al to Burton G. Cowles by Deed dated August 3, 1937, and recorded among the aforesaid Land Records in Liber F.A.M. 167, folio 423. On October 14, 1941, the date of the Collector's Sale, the said lot herein described was assessed to "Burton G. Cowles" whose last known address was 3918 Illinois Avenue, N.W., Washington, D. C., and was in fact owned by him on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the

title to said lot is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $25.49.

Certificate No. 2844 -

Lot "I" in Block 59. Being one of the identical lots of ground described less particularly in said Certificate and being a part of the property which was conveyed by Ben S. Hill, et al to Arundel-on-the-Bay Properties, Incorporated by Deed dated June 24, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. 111, folio 261. On October 14, 1941, the date of the Collector's Sale, the said lot herein described was assessed to "Arundel-on-the-Bay Properties, Inc." whose last known address was 1216 - 18th Street, N.W., Washington, D. C., and was in fact owned by it on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said lot is still vested in said Corporation, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $18.29.

Certificate No. 2845 -

Lot "M" in Block 31. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Arundel-on-the-Bay Properties, Incorporated to Ruth Ramsdell by Deed dated May 17, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. 140, folio 37. On October 14, 1940, the date of the Collector's Sale, the said lot herein described was assessed to "Ruth Ramsdell" whose last known address was 1721 DeSales St., N.W., Washington, D. C., and was in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said lot is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $36.50.

Certificate No. 2846 -

Lot "M" in Block 28. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Arundel-on-the-Bay Properties, Incorporated to Katherine Outland by Deed dated May 17, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. 139, folio 23. On October 10, 1938, the date of the Collector's Sale, the said lot herein described was assessed to "Katherine Outland," whose last known address was 409 Eye St., N.E., Washington, D. C., and was in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said lot is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $17.28.

Certificate No. 2847 -

Lot "H" in Block 21. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Arundel-on-the-Bay Properties, Incorporated, to Lois B. Dixon by Deed dated May 16, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. 139, folio 18. On October 11, 1937, the date of the Collector's Sale, the said lot herein described was assessed to "Lois B. Dixon," incorrectly advertised as Louis B. Dixon, whose last known address

was 1513 16th St., N.W., Washington, D. C., and was in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $19.95.

Certificate No. 2848 -

Lots "G" and "H" in Block 17. Being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by Arundel-on-the-Bay Properties, Incorporated to Evelyn L. Spencer, by Deed dated May 13, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. 140, folio 65. On October 11, 1943, the date of the Collector's Sale, the said lots herein described were assessed to "Evelyn L. Spencer," whose last known address was 1819 G St., N.W., Washington, D. C., and were in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said lots became vested in Dorothy Gould Rowe, Lucie C. Spencer, Edna Spencer Fuller, Edna Fuller Backman, Theo Fuller Parker, Lot E. Fuller, Charles H. Fuller and Lucille Spencer Sotherden, by virtue of the Last Will and Testament of Evelyn L. Spencer, who died April 15, 1949; said Will being recorded among the Testamentary Records of Anne Arundel County in Liber R.G.P. 5, folio 333, and said title is still vested in said persons, subject to the Tax Sales mentioned in said Certificate. The amount due on the date of the sale was $33.44.

Certificate No. 3006 -

Lot "D" in Block 27. Being the identical lot of ground described less particularly in said Certificate and being the same lot of ground which was conveyed by Arundel-on-the-Bay Properties, Incorporated to Adelaide L. Woodford by Deed dated May 13, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. 136, folio 451. On October 11, 1943, the date of the Collector's Sale, the said lot herein described was assessed to "Adelaide L. Woodford," whose last known address was 3141 Mt. Pleasant St., Washington, D. C., and was in fact owned by her on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $23.72.

3. (a) That the title to the Lot described in Certificate No. 2846 is clouded by an unreleased mortgage in the sum of Two Hundred Ninety-five Dollars ($295.00) dated May 21, 1935 , and recorded among the aforesaid Land Records in Liber F.A.M. 136, folio 445, etc. from Katherine Outland to Arundel-on-the-Bay Properties, Inc. and duly assigned to H. N. Blaustein, Tower Building, Washington, D. C.

(b) That the title to the Lot described in Certificate No. 2847 is clouded by an unreleased mortgage in the sum of Three Hundred Fifty-five Dollars and Seventy-five Cents ($355.75), dated May 20, 1935 , and recorded among the aforesaid Land Records in Liber F.A.M. 136, folio 440, etc. from Lois B. Dixon to Arundel-on-the-Bay Properties, Inc. and duly assigned to H. N. Blaustein, Tower Building, Washington, D. C.

5

(c) That the title to the Lots described in Certificate No. 2848 is clouded by an unreleased mortgage in the sum of Six Hundred Sixty-four Dollars and Ninety-five Cents ($664.95) dated May 13, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. 140, folio 66, from Evelyn L. Spencer to Arundel-on-the-Bay Properties, Inc. and duly assigned to H. N. Blaustein, Tower Building, Washington, D. C.

4. That the aforesaid properties have not been redeemed by any party in interest, although more than one year and one day from the date of the sale has elapsed.

5. The Plaintiffs pray for an Order of Publication directed to all parties in interest in the hereinbefore described properties.

6. To redeem the properties, it is necessary for the Defendants to pay the sums as set out after the descriptions of the said properties with interest from the date of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs and any reimbursement due the Plaintiffs under Sections 93 and 111 of Article 81 of the Annotated Code of Maryland (1957 Edition) and amendments thereto.

TO THE END, THEREFORE,

(a) The Plaintiffs pray for process directed to the Defendant, Arundel-on-the-Bay Properties, Inc. to be made on the State Tax Commission, 301 W. Preston Street, Baltimore, Maryland, as provided in Article 23, Section 97 of the Annotated Code of Maryland (1957 Edition).

(b) That this Honorable Court may pass a final Decree foreclosing all rights of redemption of the Defendants and of any persons claiming by, through or under them, in and to the properties described herein.

(c) And for such other and further relief as their case may require.

Gordon Steuart
Gordon Steuart

John H. Hopkins, IV
Attorney for Plaintiffs
15 School Street
Annapolis, Maryland
Tel. COlonial 3-3551

Elisabeth Steuart
Elisabeth Steuart, Plaintiffs

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

I HEREBY CERTIFY that on this 30th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Gordon Steuart and Elisabeth Steuart, his wife, Plaintiffs in the foregoing Bill of Complaint, and they made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

John H. Hopkins, IV, Notary Public

7

Equity 14,025

A 3705 **CERTIFICATE OF TAX SALE** LIBER 128 PAGE 191

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1958, I sold to S. Stewart Box 209 Rt #3 Annap. Md at public auction for the sum of 31.46 Dollars and _____ Cents, of which 31.46 Dollars has been paid as a deposit on the property in District 2 described as Lot M. Blk 41 JHH 836-574 as shown on the plat of Arundel on the Bay

and assessed to Rosalie Lockley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1958

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT -7 PM 3:41

Petitioners Exhibit #1

8

Equity 14,025

A 3706 **CERTIFICATE OF TAX SALE** LIBER 128 PAGE 192

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1958, I sold to S. Stewart Bal 209 Rt # 3 Annap. Md for 700 00 Dollars and _____ Cents, of which 80.85 Dollars has been paid as a deposit on the property in District 2 described as Lots E & F Blk 21 as shown on the plat of Arundel on the Bay.

and assessed to Laura B Schultz.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1958

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lee
Notary Public.

My Commission Expires May 4, 1959.

FILED
1960 OCT -7 PM 3:41

9

#2

Duplicate of Certificate 5929 Equity, 14025

No 2840 CERTIFICATE OF TAX SALE

LIBER 128 PAGE 193

I, Edward M. Duvall Jr. Successor to James H. Walton, ~~Collector~~ of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1942, I sold to C. C. Co-Comm. at public auction for the sum of 23.42 Dollars and ..... Cents, of which 23.42 Dollars has been paid as a deposit on the property in Dist 2 described as Lot L Block 27 situated at Arundel on the Bay.

and assessed to Fred E. Lytle

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1943, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Duvall Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Duvall, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 OCT -7 PM 3:41

10

#3

Assignment

County Commissioners of Anne Arundel County, a body corporate hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

Margaret T. Baker
~~Lucy Laskosky, Clerk~~
Assistant Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Duplicate of Certificate 428 Equity, 14,025

LIBER 128 PAGE 195

No. 2841 CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr. Successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1942, I sold to A.A. Co. Comm at public auction for the sum of 33.22 Dollars and ____ Cents, of which 33.22 Dollars has been paid as a deposit on the property in Dist 2 described as Lot H. Block 16 and Lots G-I. Block 31 situated at Grundel on the Bay.

and assessed to Gladys L Knight

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1943, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 OCT -7 PM 3:41

#4

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to Lots "G" and "I" in Block 31 at Arundel-on-the-Bay.

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

Margaret T. Baker
~~Lucy Loskoski, Clerk~~
Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Duplicate of Certificate 5930 Equity No. 14025

LIBER 128 PAGE 197

No. 2842 CERTIFICATE OF TAX SALE

I, Edward M. Dennis Jr. Successor to James A. Walter, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1942, I sold to A.A. Co. Comm. at public auction for the sum of 23.42 Dollars and ..... Cents, of which 23.42 Dollars has been paid as a deposit on the property in Dist 2 described as Lot #. Block 27 situated Arundel on the Bay.

and assessed to Ralph M. Rider

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1943, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Dennis Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dennis, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth N. Young
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 OCT -7 PM 3:41

12

#5

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

Margaret T Baker
~~Lucy Loskosky, Clerk~~
Assistant Clerk

By Frank W Wilde
Frank W. Wilde, President

Equity 14,025 Duplicate of Certificate 5625

No 2843 CERTIFICATE OF TAX SALE LIBER 128 PAGE 199

I, Edward M. Dunn Jr. Successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14. 1941., I sold to A. A. Co. Comm. at public auction for the sum of 25.49 Dollars and ..... Cents, of which 25.49 Dollars has been paid as a deposit on the property in Dist 2 described as Lot C. Block 21 situated Arundel on the Bay.

and assessed to Burton H. Cowles.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1942., a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960.

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 1, 1964

FILED

1960 OCT -7 PM 3:41

#6

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

Margaret T. Baker
Lucy Loskasky, Clerk
Assistant Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Equity #14,025 Duplicate Certificate #5623

No 2844 CERTIFICATE OF TAX SALE

LIBER 128 PAGE 201

I, Edward M. Dunn Jr. Successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1941, I sold to A.A. Co. Comm. at public auction for the sum of 18.29 Dollars and ..... Cents, of which 18.29 Dollars has been paid as a deposit on the property in Dist 2. described as Lot C. Block 58 Lot D Block 59 Lot H Block 40 situated at Arundel on the Bay

and assessed to Arundel on the Bay. Prop., Inc.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1942, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960.

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 OCT -7 PM 3:42

#7

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to Lot "I" in Block 59 at Arundel-on-the-Bay.

WITNESS our hands and seals this 21 day of April, 1960.

Margaret T. Baker
~~Lucy Loskosky, Clerk~~
Assistant Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Equity No. 14,025 Duplicate Certificate 5792

LIBER 128 PAGE 203

No 2845 CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr. successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1940, I sold to A. A. Co. Comm. at public auction for the sum of $6.50 Dollars and ..... Cents, of which $6.50 Dollars has been paid as a deposit on the property in Dist 2. described as Lot 5 Block 31 situated at Arundel on the Bay.

and assessed to Ruth Ramsdell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1941, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960.

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowney
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 OCT -7 PM 3:42

15 #8

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

Margaret T. Baker
~~Lucy Loskosky, Clerk~~
Assistant Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Equity No. 14,025 Dup. Ticket of Certificate = 4382

LIBER 128 PAGE 205

Nº 2846 CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr., Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to A. A. Co. Comm. at public auction for the sum of 17.28 Dollars and ..... Cents, of which 17.28 Dollars has been paid as a deposit on the property in Dist 2 described as Lot M. Block 28 situated at Arundel on the Bay.

and assessed to Katherine Outland

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 OCT -7 PM 3:42

16

#9

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

Margaret T. Baker
~~Lucy Loskosky, Clerk~~ Assistant Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Duplicate of Certificate 3515

Equity No. 14,025

LIBER 128 PAGE 207

No. 2847 CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr. successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1937, I sold to A. A. Co. Comm. at public auction for the sum of 19.95 Dollars and ..... Cents, of which 19.95 Dollars has been paid as a deposit on the property in Dist 2. described as Lot H. Block 21 situated at Arundel on the Bay.

and assessed to Louis B. Dipre

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1938, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 19.60.

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lowe
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 OCT -7 PM 3:42

17

#10

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.-

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

Margaret T. Baker
~~Lucy Loskosky, Clerk~~
Assistant Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Equity No. 14,025 Duplicate of Certificate 6238

No. 2848 CERTIFICATE OF TAX SALE

LIBER 128 PAGE 209

I, Edward M. Dunn Jr. successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1943, I sold to A. A. Co. Comm. at public auction for the sum of 33.44 Dollars and ____ Cents, of which 33.44 Dollars has been paid as a deposit on the property in Dist 9. described as Lots G-H. Block 17 situated Arundel on the Bay.

and assessed to Evelyn L. Spencer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1944, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October,~~ April 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 OCT -7 PM 3:42

18 #11

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns, to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.

WITNESS our hands and seals this 21 day of April, 1960.

TEST:

Margaret T. Baker
~~Lucy Loskosky~~
Secretary

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

Case # 6244

Equity No. 14,025

LIBER 128 PAGE 211

No 3006-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr successor to James A Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1943, I sold to A.A. Co. Comm. at public auction for the sum of 23 72 Dollars and ____ Cents, of which 23 72 Dollars has been paid as a deposit on the property in Dist 2. described as Lot D Block 27 situated at Crumbel on the Bay

and assessed to Adlaide H. Woodford

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1944, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 25th day of April 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~25th~~ day of ~~October~~ April 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lowe
Notary Public.

My Commission Expires May 1, 1961

FILED

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19

14-A

LIBER 128 PAGE 212

Assignment

County Commissioners of Anne Arundel County, a body corporate, hereby assigns to Gordon Steuart and Elisabeth Steuart, his wife, all its right, title and interest in and to the within Tax Sale Certificate.

WITNESS our hands and seals this 26 day of April, 1960.

TEST:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

Margaret T. Baker
~~Lucy Loskosky~~,
Asst Clerk

By _____
Frank W. Wilde, President

IN THE
CIRCUIT COUR
FOR
ANNE ARUNDEL
COUNTY
No. 14,025, Equity

GORDON STEUART and
ELIZABETH STEUART, his wife
Route 3, Box 209
Annapolis, Maryland
vs.
ROSALIE LOCKLEY
3915 Kansas Avenue, N.W.
Washington, D. C.
LOUISE B. SCHULZ
927 New Hampshire Avenue, N.W.
Washington, D. C.
DOROTHY GOULD ROWE
1610 New Hampshire Avenue, N.W.
Washington 9, D. C.
LUCIE C. SPENCER
Pheonix, N. Y.
EDNA SPENCER FULLER
Central Square, N. Y.
EDNA FULLER HACKMAN
Central Square, N. Y.
LOT E. FULLER
Central Square, N. Y.
CHARLES H. FULLER
Central Square, N. Y.
THEO FULLER PARKER
Pennellville, N. Y.
and LUCILLE SPENCER
SOTHERDEN
Clay, N. Y., Devisees of
EVELYN L. SPENCER, deceased.
RALPH N. RIDER
Box 402, Annapolis, Maryland
BURTON G. COWLES
3918 Illinois Avenue, N.W.
Washington, D. C.
RUTH RAMSDELL
1721 DeSales St., N.W.
Washington, D. C.
FRED E. LYTLE
Box 402, Annapolis, Maryland
KATHERINE OUTLAND
409 Eye St., N.E.
Washington, D. C.
LOIS B. DIXON
1513—16th St., N.W.
Washington, D. C.
GLADYS L. KNIGHT
1835 California St., N.W.
Washington, D. C.
ARUNDEL ON THE BAY PROPERTIES, INC.
1216—18th St., N.W.
Washington, D. C.
ADELAIDE L. WOODFORD
3141 Mt. Pleasant St.
Washington, D. C. and
H. N. BLAUSTEIN
Tower Building
Washington, D. C.
AND ALL OTHER PERSONS
HAVING OR CLAIMING TO
HAVE ANY INTEREST IN THE
PROPERTIES DESCRIBED IN
THIS ORDER OF PUBLICATION.

Order Of

No. 20

OFFICE C

LIBER 128 PAGE 213

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1960

We hereby certify, that the annexed

Order of Publication

Eq. 14,025 Property

Rosalie Lockley, etc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of December, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

1960
NOV 10 PM 4:40

LIBER 128 PAGE 214

Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, and the State of Maryland to the County Commissioners for Anne Arundel County and mesne assignments to the Plaintiffs in this proceeding.

This property is described as Lots "G" and "H," Block 17; Lots "C," "E," "F" and "H" in Block 21; Lots "D," "F" and "G" in Block 27; Lot "M" in Block 28; Lots "G," "I" and "M" in Block 31; Lot "M" in Block 41 and Lot "I" in Block 59, all as shown on a plat of Arundel-on-the-Bay, Second Election District, Anne Arundel County, Maryland, recorded among the Plat Records of said County in Plat Book No. 9, Page 25.

The Bill states among other things that the amounts neccessary for redemption have not been paid, although more than one year and a day from the date of the sale has elapsed, and that the Defendant, H. N. Blaustein, is the holder of Mortgages secured by some of the property which is the subject matter of this proceeding.

It is thereupon this 7th day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 15th day of December, 1960, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

n-3

GORDON STEUART and ELISABETH STEUART, his wife	:	IN THE CIRCUIT COURT
vs.	:	FOR
ROSALIE LOCKLEY, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,025, EQUITY

AFFIDAVIT

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

JOHN H. HOPKINS, IV, Solicitor for the Plaintiffs herein, does hereby certify that on or about October 13, 1960, he caused a copy of the Bill of Complaint and the Order of Publication in the above entitled cause to be mailed by Certified Mail, return receipt requested, to the Defendants named in this cause at their last known Post Office addresses, according to the records of the Bureau of Assessments and the Orphans' Court for Anne Arundel County. He further certifies that the aforementioned Certified letters were returned and receipts received as follows:

To Rosalie Lockley, the letter marked "not at" and "not in directory."

To Louise B. Schulz, the letter marked "unclaimed no response to notices."

To Dorothy Gould Rowe, the letter marked "moved left no address."

To Lucie C. Spencer, the receipt dated October 18, 1960, signed "Mrs. Donald Sotherden by Donald Sotherden."

To Edna Spencer Fuller, a receipt dated October15, 1960, signed "Mrs. Edna Spencer Fuller by Mrs. Ella Backman."

To Edna Fuller Backman, the receipt dated October 15, 1960, signed "Mrs. Edna Fuller Backman by Mrs. Ella Backman."

To Lot E. Fuller, the receipt dated October 17, 1960, signed "Lot E. Fuller by Shirley E. Fuller."

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21

To Charles H. Fuller, the receipt dated October 15, 1960 signed "Charles H. Fuller."

To Theo Fuller Parker, the receipt dated October 15, 1960, signed "Mrs. Theo F. Parker."

To Lucille Spencer Sotherden, the receipt dated November 15, 1960, signed "Lucille Spencer Sotherden by Frank Sotherden."

To Ralph N. Rider, the letter marked "not P.O. Box 402."

To Burton G. Cowles, the letter marked "not at" and "not in directory."

To Ruth Ramsdell, the letter marked "not at" and "not in directory."

To Fred E. Lytle, the letter marked "not P. O. Box 402."

To Katherine Outland, the letter marked "not at" and "not in directory."

To Lois B. Dixon, the letter marked "not at."

To Gladys L. Knight, the letter marked "unknown" and "unclaimed."

To Arundel on the Bay Properties, Inc., a letter marked "not at" and "not in directory."

To Adelaide L. Woodford, the letter marked "no such street number" and "not in directory."

To H. N. Blaustein, the receipt dated October 21, 1960, signed "H. N. Blaustein."

He further certifies that he has checked the Orphans' Court Records of Anne Arundel County, the telephone directories of Anne Arundel County and the Cities of Baltimore and Washington, D. C., and he is unable to locate the Defendants whose letters were returned nor a record of their estates; that he does not have any other addresses for the said Defendants nor does he know the names or addresses of their heirs, if any, if they may be deceased, nor has he any way of ascertaining same.

He further certifies that he has searched the Land, Equity, Law and Register of Wills Records of Anne Arundel County as required by Section 105 of Article 81 of the Annotated Code of Maryland, 1957 Edition, and that the parties Defendant in this proceeding are the only parties having an interest in the properties mentioned in said cause as shown by said

records and disclosed by said search.

WITNESS the hand and seal of the affiant this 22nd day of December, 1960.

(SEAL)
John H. Hopkins, IV
Solicitor for Plaintiffs

SUBSCRIBED AND SWORN to before me this 22nd day of December, 1960.

Nicholas J. Fotos, Notary Public

LIBER 128 PAGE 218

GORDON STEUART and ELISABETH STEUART, his wife : IN THE CIRCUIT COURT

vs. : FOR

ROSALIE LOCKLEY, et al

: ANNE ARUNDEL COUNTY

NO. 14,025, EQUITY

:

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendants, their heirs at law and other persons having or claiming to have any interest in the properties which are the subject matter of these proceedings, having failed to appear in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 30th day of December, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken pro confesso against the Defendants, Rosalie Lockley, Louise B. Schulz, Dorothy Gould Rowe, Lucie C. Spencer, Edna Spencer Fuller, Edna Fuller Backman, Lot E. Fuller, Charles H. Fuller, Theo Fuller Parker, Lucille Spencer Sotherden, Ralph N. Rider, Burton G. Cowles, Ruth Ramsdell, Fred E. Lytle, Katherine Outland, Lois B. Dixon, Gladys L. Knight, Arundel on the Bay Properties, Inc., Adelaide L. Woodford and H. N. Blaustein, their heirs at law and those claiming by, through or under them, and all persons having or claiming to have any interest in the properties which are the subject matter of these proceedings.

C. Burr Duckett
Judge

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LIBER 128 PAGE 219

GORDON STEUART and ELISABETH STEUART, his wife	:	IN THE CIRCUIT COURT
vs.	:	FOR
ROSALIE LOCKLEY, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,025, EQUITY
	:	

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity of redemption of tax sale property.

It is, thereupon, this 9th day of February, 1961, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, Rosalie Lockley, Louise B. Schulz, Dorothy Gould Rowe, Lucie C. Spencer, Edna Spencer Fuller, Edna Fuller Backman, Lot E. Fuller, Charles H. Fuller, Theo Fuller Parker, Lucille Spencer Sotherden, Ralph N. Rider, Burton G. Cowles, Ruth Ramsdell, Fred E. Lytle, Katherine Outland, Lois B. Dixon, Gladys L. Knight, Arundel on the Bay Properties, Inc., Adelaide L. Woodford and H. N. Blaustein, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

3. That, upon payment to him of the balances, if any, due, on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne

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Arundel County shall execute a deed conveying said properties to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

Matthew S. Evans
Judge

LIBER 128 PAGE 221

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CHARLES M. SHEETENHEIM and DORIS M. SHEETENHEIM, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 13,973 EQUITY

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

Mr. Clerk:

Please docket this case, 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.

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LIBER 128 PAGE 222
LIBER 857 PAGE 324

Equity No. 13,973

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 24th day of August ,

in the year one thousand nine hundred and Fifty-four , between

CHARLES M. SHEETENHELM and DORIS M. SHEETENHELM, his wife 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 CHARLES M. SHEETENHELM and DORIS M. SHEETENHELM, his wife

the sum of Eight Thousand and 00/100 ($8,000.00)----------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 5½% per annum, in the manner following:

By the payment of Sixty and 45/100 ($60.45)----------

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.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said CHARLES M. SHEETENHELM and DORIS M. SHEETENHELM, his wife

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 Second election district of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at an iron pipe now set in the South 59 degrees 02 minutes East 816.0 feet line of the Deed from William O. Hinton to Francis E. O. Clarke dated March 26, 1921, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No. 41, folio 60, said pipe being distant South 56 degrees 38 minutes 40 seconds East 149.69 feet from a stone found at the beginning of said line and as shown on a Plat of the William O. Hinton Property, recorded in Liber G.W. No. 60, folio 377, etc., said stone also being the beginning of the conveyance by Roland Hazard to Francis E. Oliver Clarke by deed dated July 8, 1925, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 107, folio 196; thence leaving said beginning point so fixed and running with said line, as now surveyed, South 56 degrees 38 minutes 40 seconds East 125.03 feet to an iron pipe now set; thence leaving the outlines and running North 32 degrees 41 minutes East 219.73 feet to an iron pipe now set on the Southern side of the County Road known as Hillin Road, said pipe being distant South 32 degrees 41 minutes West 30.0 feet and North 57 degrees 19 minutes West 62.65 feet from a stone at the Southeast corner of the property of O. Clarke as shown on

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the Plat recorded with the Deed from W. W. Townshend, Jr. Attorney, to John H. O. Clarke and wife dated November 23, 1953 and recorded in Liber J.H.H. No. 798, folio 149, etc.; thence, running with the Southern side of said Dulin Road, as now in use, North 57 degrees 19 minutes West 97.01 feet to a curve in said Road; thence, running with said curve the two following chord courses and distances: North 67 degrees 44 minutes 40 seconds West 20.28 feet and South 78 degrees 34 minutes West 11.22 feet to an iron pipe now set; thence, leaving said Road and running South 32 degrees 41 minutes West 206.79 feet to the place of beginning. Containing 0.6263 acres, more or less, according to a survey and Plat made by Edward Hall, III & Associates, Registered Land Surveyors, in July 1954.

BEING part of the land which by deed dated September 12, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 17, folio 145, was conveyed by Rowland Hazard, unmarried to Stephen J. Van Lill, Jr. and Jeanette S. Van Lill, his wife.

AND BEING the same property which was conveyed to the within named Mortgagors, Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife, by Stephen J. Van Lill, Jr. and Jeannette S. Van Lill, his wife, by deed of even date 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 right of way and conveyance of the bed of the County Road 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) CHARLES M. SHEETENHELM and DORIS M. SHEETENHELM, his wife 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 5½% 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

Charles M. Sheetenhelm (SEAL)

Charles M. Sheetenhelm

(SEAL)

Doris M. Sheetenhelm

Doris M. Sheetenhelm (SEAL)

(SEAL)

LIBER 128 PAGE 225

State of Maryland, Anne Arundel County, to wit: LIBER 857 PAGE 327

I HEREBY CERTIFY, that on this 24th day of August

in the year one thousand nine hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared CHARLES M. SHEETENHELM and DORIS M. SHEETENHELM, his wife, 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.

My commission expires on May 2, 1955

Recorded: August 25, 1954 at 1.45 P.M.

(2)

1730

Mortgage

FROM

CHARLES M. SHEETENHELM and

DORIS M. SHEETENHELM, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

0.6263 acres - 2nd El.
Property Dist. A. A. Co., Md.

Received for record 25 Aug 19 54 at 1:45 o'clock P.M.
Same day recorded in Liber [illegible] No. 857 folio 324 &c. one of the Land Records of Anne Arundel County and examined per [illegible] Clerk.
Cost of Record $ 5.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 128 PAGE 226

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

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CHARLES M. SHEETENHEIM and DORIS M. SHEETENHEIM, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 13,973 EQUITY

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

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis 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 12th day of September, 1960.

Nancy S. Carpenter

Nancy S. Carpenter - Notary Public
My Commission Expires; May 1, 1961.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED

1960 SEP 13 PM 2:20

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

LIBER 128 PAGE 221

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CHARLES M. SHEETENHELM, and DORIS M. SHEETENHELM, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 13,973 EQUITY

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

STATEMENT OF MORTGAGED DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife, dated August 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 324, said Mortgage being in default.

Balance due on principal thru September 30, 1960 - $5,846.66

Interest thru October 6, 1960 5.40

$5,852.06

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter

Nancy S. Carpenter - Notary Public

My Commission Expires:

May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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1960 SEP 13 PM 2:20

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LIBER 128 PAGE 228
LIBER 10 PAGE 386

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY — Equity #13,973

B O N D

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 Sixty five Hundred Dollars $6,500.00) 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 6th day of October , 1960 .

WHEREAS, by virtue of a power of sale contained in a Mortgage from Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife bearing date on or about the 24th day of August , 1954 , 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

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 6th day of October 1960
George T. Cromwell, Clerk

FILED
1960 OCT -6 AM 11:01

Legal Notice

Attorney Sale

OF VALUABLE IMPROVED REAL ESTATE

Weems Creek, Second Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the Mortgage from Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife, dated August 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 324, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Thursday, October 6, 1960 at 11 O'clock A.M.

BEING THAT LOT, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: BEGINNING FOR THE SAME at an iron pipe now set in the South 59 degrees 02 minutes East 816.0 feet line of the Deed from William O. Hinton to Francis E. O. Clarke dated March 26, 1921, and recorded among the land Record of Anne Arundel County, Maryland, in Liber W.N.W. No. 41, folio 60, said pipe being distant South 56 degrees 38 minutes 40 seconds East 149.69 feet from a stone found at the beginning of said line and as shown on a Plat of the William O. Hinton property recorded in Liber G.W. No. 60, folio 377, etc., said stone also being the beginning of the conveyance by Roland Hazard to Francis E. Oliver Clarke by deed dated July 8, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 107, folio 196; thence leaving said beginning point so fixed and running with said line, as now surveyed, South 56 degrees 38 minutes 40 seconds East 125.03 feet to an iron pipe now set; thence leaving the outlines and running North 32 degrees 42 minutes East 219.73 feet to an iron pipe now set on the Southern side of the County Road known as Dulin Road, said pipe being distant South 32 degrees 41 minutes West 30.0 feet and North 57 degrees 19 minutes West 62.65 feet from a stone at the Southeast corner of the property of J.H.O. Clarke as shown on the Plat recorded with the Deed from W. W. Townshent, Jr., Attorney, to John H. O. Clarke and wife dated November 23, 1953, and recorded in Liber J.H.H. No. 798, folio 149, etc.; thence, running with the Southern side of said Dulin Road, as now in use, North 57 degrees 19 minutes West 97.01 feet to a curve in said road; thence, running with said curve the two following chord courses and distances: North 67 degrees 44 minutes 40 seconds West 20.28 feet and South 78 degrees 34 minutes West 11.22 feet to an iron pipe now set; thence, leaving said Road and running South 32 degrees 41 minutes West 206.79 feet to the place of beginning. Containing 0.6263 acres, more or less, according to a survey and Plat made by Edward Hall, III, & Associates, Registered Land Surveyors, in July, 1954.

No 9

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1128 PAGE 223

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 11, 1960

We hereby certify, that the annexed

Attorney's Sale

Charles M. Sheetenhelm

Equity 12923

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 6th day of October, 1960. The first insertion being made the 14th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT 11 By [illegible]

AND BEING the same property which was conveyed to Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife, by Stephen J. Van Lill, Jr. and Jeannette S. Van Lill, his wife by deed of August 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 320.

THE SAID PROPERTY being improved by a Frame House containing eight rooms and 1½ baths with oil hot air heat.

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
named in the Mortgage
114 Duke of Gloucester Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

O-5

LIBER 128 PAGE 231 Equity No: 13,973

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

WEEMS CREEK, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife, dated August 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 857, folio 324, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Thursday, October 6, 1960

AT 11:00 O'CLOCK A. M.

BEING THAT LOT, piece, or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: BEGINNING FOR THE SAME at an iron pipe now set in the South 59 degrees 02 minutes East 816.0 feet line of the Deed from William O. Hinton to Francis E. O. Clarke dated March 26, 1921, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W. N. W. No. 41, folio 60, said pipe being distant South 56 degrees 38 minutes 40 seconds East 114.69 feet from a stone found at the beginning of said line and as shown on a Plat of the William O. Hinton Property, recorded in Liber G. W. No. 60, folio 377, etc., said stone also being the beginning of the conveyance by Roland Hazard to Francis E. Oliver Clarke by deed dated July 8, 1925, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 107, folio 196; thence leaving said beginning point so fixed and running with said line, as now surveyed. South 56 degrees 38 minutes 40 seconds East 125.03 feet to an iron pipe now set; thence leaving the outlines and running North 32 degrees 41 minutes East 219.73 feet to an iron pipe now set on the Southern side of the County Road known as Dulin Road, said pipe being distant South 32 degrees 41 minutes West 30.0 feet and North 57 degrees 19 minutes West 62.65 feet from a stone at the Southeast corner of the property of J. H. O. Clarke as shown on the Plat recorded with the Deed from W. W. Townshend. Jr. Attornev.

to John H. O. Clarke and wife dated November 23, 1953 and recorded in Liber J. H. H. No. 798, folio 149, etc.; thence, running with the Southern side of said Dulin Road, as now in use, North 57 degrees 19 minutes West 97.01 feet to a curve in said Road; thence, running with said curve the two following chord courses and distances: North 67 degrees 44 minutes 40 seconds West 20.28 feet and South 78 degrees 34 minutes West 11.22 feet to an iron pipe now set: thence, leaving said Road and running South 32 degrees 41 minutes West 206.79 feet to the place of beginning. Containing 0.6263 acres, more or less, according to a survey and Plat made by Edward Hall, III & Associates, Registered Land Surveyors, in July 1954.

LIBER 128 PAGE 232

AND BEING the same property which was conveyed to Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife, by Stephen J. Van Lill, Jr. and Jeannette S. Van Lill, his wife, by deed of August 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 857, folio 320.

Equity No. 13,973

THE SAID PROPERTY being improved by a Frame House containing eight rooms and 1½ baths with oil hot air heat.

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 Named In The Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED
1960 OCT 11 PM 2:35

LIBER 128 PAGE 233

I/We hereby certify that I/We purchased the property described on the reverse side of this handbill at and for the price of $ 5,900.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 6th day of October, 1960.

WITNESS:

Brendan O'Dwyer

Brendan O'Dwyer - Executive Sec'y

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney (SEAL)

R. GARDINER CHANEY - President

I hereby certify that I sold property described on the reverse side of this handbill to ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the price of $5,900.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 6th day of October, 1960.

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey, Attorney

Auctioneer (SEAL)

FILED

1960 OCT 11 PM 2:35

LIBER 128 PAGE 234

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CHARLES M. SHEETENHEIM and DORIS M. SHEETENHEIM, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 13,973 EQUITY

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

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 inAnne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Thursday,, October 6, 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:

BEING THAT LOT, piece, or parcel of ground situate, lying and being in the Second ElectionDistrict of Anne Arundel County, State of Maryland, and described as follows: BEGINNING FOR THE SAME at an iron pipe now set in the South 59 degrees 02 minutes East 816.0 feet line of the Deed from William O. Hinton to Francis E. O. Clarke dated March 26, 1921, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N. W. No. 41, folio 60, said pipe being distant South 56 degrees 38 minutes 40 seconds East 114.69 feet from a stone found at the beginning of said line and as shown on a Plat of the William O. Hinton Property, recorded in Liber G.W. No. 60, folio 377, etc., said stone also being the beginning of the conveyance by Roland Hazard to Francis E. Oliver Clarke by deed dated July 8, 1925, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 107, folio 196; thence leaving said

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 OCT 11 PM 2:35

12

beginning point so fixed and running with said line, as now surveyed, South 56 degrees 38 minutes 40 seconds East 125.03 feet to an iron pipe now set; thence leaving the outlines and running North 32 degrees 41 minutes East 219.73 feet to an iron pipe now set on the Southern side of the County Road known as Dulin Road, said pipe being distant South 32 degrees 41 minutes West 30.0 feet and North 57 degrees 19 minutes West 62.65 feet from a stone at the Southeast corner of the property of J.H.O. Clarke as shown on the Plat recorded with the Deed from W.W. Townshend, Jr., Attorney, to John H.O. Clarke and wife dated November 23, 1953, and recorded in Liber J.H.H. No. 798, folio 149, etc.; thence, running with the Southern side of said Dulin Road, as now in use, North 57 degrees 19 minutes West 97.01 feet to a curve in said Road, thence, running with said curve the two following chord courses and distances: North 67 degrees 44 minutes 40 seconds West 20.28 feet and South 78 degrees 34 minutes West 11.22 feet to an iron pipe now set; thence, leaving said Road and running South 32 degrees 41 minutes West 206.79 feet to the place of beginning. Containing 0.6263 acres, more or less, according to a survey and Plat made by Edward Hall, III, & Associates, Registered Land Surveyors, in July, 1954.

AND BEING the same property which was conveyed to Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife, by Stephen J. Van Lill, Jr. and Jeannette S. Van Lill, his wife, by deed of August 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 857, folio 320.

Said property being sold to Annapolis Federal Savings and Loan Association at and for the sum of Five Thousand Nine Hundred and 00/100 ($5,900.00) Dollars, it being at that price then and there the highest bidders therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey
Attorney named in the ~~Mortgage~~

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the 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.

Nancy S. Carpenter - Notary Public

My Commission Expires:

May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

14

ORDER NISI

LIBER 128 PAGE 237

In The Matter of The Mortgaged Real Estate of Charles M. Sheetenhelm and ~~Doris M. Sheetenhelm, his wife~~

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,973 Equity

Ordered, this 11th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in Mortgage ~~Trustee~~,

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

The report states that the amount of sales ~~reached~~ was $ 5,900.00

George T. Cromwell Clerk.

True Copy.

FILED
1960 OCT 11 PM 2:35

TEST: Clerk.

(Final Order)

In The Matter of The Mortgaged Real Estate of Charles M. Sheetenhelm and Doris M. Sheetenhelm, ~~his wife~~

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of November, 19 60 Finally that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

FILED
1960 NOV 18 PM 3:33

16

OFFICE O.

LIBER 128 PAGE 238

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. 13,973 Equity

In the Matter of The Mortgaged Real Estate of
CHARLES M. SHEETENHELM
and
DORIS M. SHEETENHELM, his wife

Ordered, this 11th day day of October, 1960, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of Nevember next.

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

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
n-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,973

Charles M. Sheetenhelm

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 16th day of November, 1960. The first insertion being made the 15th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17544 1960 NOV 10 PM 4:10 By H. Tilghman

16

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~X~~
Charles M. Sheetenhelm
and
Doris M. Sheetenhelm, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,973 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. Hickling
Auditor.

December 22, 1960

FILED
1960 DEC 29 PM 3:05

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Charles M. Shxeetenhelm and Doris M. Sheetenhelm, his wife

To Attorney for Commissions, viz:	207	00		
To Attorney for Fee, viz:	35	00	242	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	108	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	93		
Globe Indemnity Co. - bond premium	26	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Nancy S. Carpenter - notary fees	1	50	231	85
To Attorney for Taxes, viz:				
1960 State and County taxes ($76.15) adjusted to 10/6/60, plus $3.65 interest	61	85	61	85
To Annapolis Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,312	80	5,312	80
			5,900	00
Amount of mortgage claim filed	5,852	06		
Interest @ 5½% on principal balance of $5,846.66 from 10/6/60 to 1/28/61 - 3 months 22 days	100	04		
	5,952	10		
Cr. Amount allowed above	5,312	80		
Balance subject to decree in personam	639	30		

14

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1960				
Oct.	6	Proceeds of Sale	5,900 00	5,900 00
				5,900 00

ORDER NISI

LIBER 128 PAGE 242

In the Matter of the Mortgaged Real Estate of ~~MERSKIS~~ Charles M. Sheetenhelm and Doris M. Sheetenhelm, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,973 Equity.

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

1960 DEC 29 PM 3:05

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9-2 day of February, 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 FEB -9 PM 3:35

Matthew L. Brown

wd

OF. .E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 243

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,973 Equity
In the Matter of the Mortgaged Real Estate of
CHARLES M. SHEETENHELM and DORIS M. SHEETENHELM, his wife.

Ordered, this 29th 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 3rd. 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 3rd. day of February next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1961

We hereby certify, that the annexed Order Nisi Eq. 13,973 Auditor Account Charles M. Sheetenhelm 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 February, 1961. The first insertion being made the 31st day of December, 1960

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 18795 1531 FEB -8 PM 3:[illegible]

By H. Tilghman

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN A. TIMOUR and BETTY J. TIMOUR, his wife and	*	FOR
	*	ANNE ARUNDEL COUNTY
WALTER E. BOWEN, JR. and FRANCES B. BOWEN, his wife	*	NO. 13,973 EQUITY

* *

Mr. Clerk:

Please docket this case, 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 SEP 13 PM 2:21

LIBER 128 PAGE 245
LIBER 1176 PAGE 335

Equity No. 13,975

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 18th day of November ,

in the year one thousand nine hundred and Fifty-seven , between

JOHN A. TIMOUR and BETTY J. TIMOUR, his wife, of

the City of Washington, District of Columbia, ~~in the State of Maryland~~, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to JOHN A. TIMOUR and BETTY J. TIMOUR, his wife,

the sum of Nine Thousand Five Hundred and 00/100 ($9,500.00)-------- 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 Sixty-eight and 07/100 ($68.07)----------

dollars plus one-twelfth of the annual taxes, 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, 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, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOHN A. TIMOUR and BETTY J. TIMOUR, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those 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: ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots Numbered 9, 10 and 11 in Block Numbered 9, Cape Anne, formerly Cape Battee, as per plat thereof recorded in Plat Book 6, folio 35.

BEING the same property conveyed to Albert R. Clark and June W. Clark, his wife, by deed from Edgar D. Turner and H. Ray Kingsley, Trustees, dated November 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC 1005, folio 117.

AND BEING the same property conveyed to John A. Timour and Betty J. Timour, his wife, the within named Mortgagors, by deed from Albert R. Clark and June W. Clark, his wife, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

FILED

1960 SEP 13 PM 2:21

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

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 restrictions, GTC 1005, folio 117.

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) JOHN A. TIMOUR and BETTY J. TIMOUR, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, 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.

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey; as to both

John A. Timour (SEAL)

(SEAL)

Betty J. Timour (SEAL)

(SEAL)

LIBER 128 PAGE 248

LIBER 1176 PAGE 338

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18th day of November in the year one thousand nine hundred and Fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOHN A. TIMOUR and BETTY J. TIMOUR, his wife, 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 Annapolis Federal Savings and Loan Association, 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

Samuel M. Ivrey - Notary Public.

My commission expires on May 4th 1959.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record Dec. 28 1957 at 10:59 A.M.

Mailed to Samuel M. Ivrey

#2

Mortgage

FROM

JOHN A. TIMOUR and

BETTY J. TIMOUR, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lots 9, 10 & 11, Blk. 9, Cape Anne, Seventh Elec. Property Dist., Anne Arundel Co., State of Maryland

Received for record 19 at o'clock M

Same day recorded in Liber 1176 FOLIO 335

No. folio &c. of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $10.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

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

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN A. TIMOUR and BETTY J. TIMOUR, his wife and	*	FOR
WALTER E. BOWEN, JR. and FRANCES B. BOWEN, his wife	*	ANNE ARUNDEL COUNTY NO. 13,955 EQUITY

* *

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis 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 12th day of September, 1960.

Nancy S. Carpenter
Nancy S. Carpenter - Notary Public
Commission Expires; May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 SEP 13 PM 2:21

6

LIBER 128 PAGE 250

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN A. TIMOUR and BETTY J. TIMOUR, his wife and	*	FOR
	*	ANNE ARUNDEL COUNTY
WALTER E. BOWEN, JR. and FRANCES B. BOWEN, his wife	*	NO. 13,925 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from John A. Timour and Betty J. Timour, his wife, assumed by Walter E. Bowen, Jr. and Frances B. Bowen, his wife, by Assumption Agreement dated September 17, 1959, said Mortgage dated November 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1176, folio 335; said Mortgage being in default.

Balance due on principal thru 9/30/60 -	$9,026.05
Interest thru October 6, 1960	7.55
	$9,033.60

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY THAT on this 12th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter

Nancy S. Carpenter - Notary Public

My Commission Expires:

May 1, 1961

NANCY S. CARPENTER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1960 SEP 13 PM 2:21

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

1

LIBER 128 PAGE 251
LIBER 10 PAGE 385

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

#13,975

B O N D

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 Ten Thousand Dollars ($10,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of October, 19 60.

WHEREAS, by virtue of a power of sale contained in a Mortgage from John A. Timour & Betty J. Timour and Walter E. Bowen, Jr. & Frances B. Bowen bearing date on or about the 18th day of November, 19 57, 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

Samuel M. Ivrey (SEAL)

WITNESS:

Ethel M. Carle

Ethel M. Carle

Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 5th day of October, 1960

George T. Cromwell, Clerk

FILED

1960 OCT -5 AM 10:56

8

LIBER 128 PAGE 252 Equity No: 13,975

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

CAPE ANNE, SEVENTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from John A. Timour and Betty J. Timour, his wife, assumed by Walter E. Bowen, Jr. and Frances B. Bowen, his wife, by Assumption Agreement dated September 17, 1959, said Mortgage dated November 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1176, folio 335, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Wednesday, October 5, 1960

AT 11 O'CLOCK A. M.

ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots Numbered 9, 10 and 11 in Block Numbered 9, Cape Anne, formerly Cape Battee, as per plat thereof recorded in Plat Book 6, folio 35.

BEING THE same property conveyed from John A. Timour and Betty J. Timour, his wife, to Walter E. Bowen, Jr. and Frances B. Bowen, his wife, by Deed dated September 17, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1333, folio 12.

The said property being improved by a brick veneer and asbestos shingle dwelling containing six rooms and bath with force air heat.

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:

FILED
1960 OCT -6 AM 11:04

SAMUEL M. IVREY,
Attorney Named In The Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

LIBER 128 PAGE 253 Equity No. 13,975

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 9,500.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 5th day of October, 1960.

WITNESS:

Samuel M. Ivrey

Louis H. Hall, Sr. (SEAL)

I hereby certify that I sold property described on the reverse side of this Handbill to Louis Hall, Sr. & Mary Hall, his wife at and for the price of $ 9,500.00 , he/they, being then and there the highest bidder therefore.

9,500.00

WITNESS my hand and Seal this ____ day of October, 1960.

WITNESS:

Samuel M. Ivrey

Robert H. Campbell - Auctioneer (SEAL)

FILED

1960 OCT -6 AM 11:04

LIBER 128 PAGE 254

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN A. TIMOUR and BETTY J. TIMOUR his wife and	*	FOR
WALTER E. BOWEN, JR. and FRANCES B. BOWEN, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 13,975 EQUITY

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

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, October 5, 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 THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots Numbered 9, 10, 11, in Block Numbered 9, Cape Anne, formerly Cape Battee, as per plat thereof recorded in Plat Book 6, folio 35.

BEING the same property conveyed from John A. Timour and Betty J. Timour, his wife, to Walter E. Bowen, Jr. and Frances B. Bowen, his wife, by Deed dated September 17, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1333, folio 12.

Said property being sold to Louis Hall, Sr., and Mary Hall, his wife, at and for the sum of Nine Thousand Five Hundred and 00/100 ($9,500.00) Dollars, they being at that price then and there the highest bidders therefor.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 OCT -6 AM 11:04

11

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 herwith, 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 5th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the 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.

Nancy S. Carpenter - Notary Public

My Commission Expires:

May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

LIBER 128 PAGE 256

In The Matter of The Mortgaged Real Estate of John A. Timour and Betty J. Timour his wife and Walter E. Bowen, Jr. and Frances B. Bowen, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,975 Equity

Ordered, this 6th day of October, 19 60, That the sale of the Property in theses proceedings mentioned made and reported by Samuel M. Ivrey, Attorney Named in the Mortgage ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of November next.

The report states that the amount of sale ~~xxxxx~~ was $ 9,500.00

George T. Cromwell Clerk.

True Copy,

FILED.
1960 OCT -6 AM 11:04

TEST: Clerk.

(Final Order)

In The Matter of The Mortgaged Real Estate of John A. Timour and Betty J. Timour his wife and Walter E. Bowen, Jr. and Frances B. Bowen, his wife ~~xxxxx~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of November, 1960 that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew A. Evans
Judge

FILED
1960 NOV 15 PM 12:03

13

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Cape Anne, Seventh Election District, Anne Arundel County Maryland

Under and by virtue of the power of sale contained in the Mortgage from John A. Timour and Betty J. Timour, his wife, assumed by Walter E. Bowen, Jr. and Frances B. Bowen, his wife, by Assumption Agreement dated September 17, 1959, said Mortgage dated November 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1176, folio 335, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Wednesday, October 5th, 1960, at 11 o'clock A.M.

ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots Numbered 9, 10 and 11 in Block Numbered 9, Cape Anne, formerly Cape Battee, as per plat thereof recorded in Plat Book 6, folio 35.

BEING THE same property conveyed from John A. Timour and Betty J. Timour, his wife, to Walter E. Bowen, Jr. and Frances B. Bowen, his wife by Deed dated September 17, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1333, folio 12.

The said property being improved by a brick veneer and asbestos shingle dwelling containing six rooms and bath with force air heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser 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 named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

o-1

No. M. 14

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 251

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1960

We hereby certify, that the annexed

Attorney's Sale

John A. Timour

Equity No. 13,775

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 October, 1960. The first insertion being made the 13th day of September, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tighman

FILED
1960
OCT 11 AM 10:35

OFFICIAL

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 258

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,975

John A. Timour.

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,975 Equity
In the Matter of The Mortgaged Real Estate of
JOHN A. TIMOUR and ....BETTY J. TIMOUR, his wife, and WALTER E. BOWEN, JR. and FRANCES B. BOWEN, his wife

Ordered, this 6th day of October, 1960, That the sale of the Property in these proceedings mentioned made 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 9th 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 9th day of November next.

The report states that the amount of sale was $9,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
o-29

FILED

No. M. G. 175 15

1960 NOV 10 PM 4:40

15

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~VS~~
John A. Timour and Betty J. Timour, his wife,
and
Walter S. Bowen, Jr., and Frances B. Bowen, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,975 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. Dickling
Auditor.

December 27, 1960

FILED
1960 DEC 29 PM 3:05

Dr. in ac.

In the Matter of the Mortgaged RealEstate of John A. Timour and Betty J. Timour, his wife, and Walter E. Bowen, Jr., and Frances B. Bowen, his wife

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	317	91	352	91
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	93		
Globe Indemnity Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	5	22		
One-half State documentary stamps	10	45		
Nancy S. Carpenter - notary fees	1	50	197	86
Annapolis Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,038	32	9,038	32
			9,640	59
Amount of mortgage claim filed	9,033	60		
Interest @ 6% on principal balance of $9,026.05 from 10/6/60 to1/30/61 - 3 months 24 days	171	49		
	9,205	09		
Cr. Amount allowed above	9,038	32		
Balance subject to decree in personam	166	77		

17

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1960				
Oct.	5	Proceeds of Sale	9,500 00	
		Interest on deferred payment of $8,550.00 to 12/13/60	96 94	9,596 94
		Refund 1960 State and County taxes ($184.94) - 2 months 26 days	43 65	43 65
				9,640 59

LIBER 128 PAGE 262

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

John A. Timour and Betty J. Timour, his wife, and Walter E. Bowen, Jr., and Frances B. Bowen, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,975 Equity.

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

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

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

FILED

1961 FEB -9 PM 3:35

Matthew L. Evans

1960 DEC 29 PM 3:05

LIBER 128 PAGE 263

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. 13,975 Equity
In the Matter of the Mortgaged Real Estate of
JOHN A. TIMOUR and
BETTY J. TIMOUR, his wife, and
Walter E. Bowen Jr., and
Frances B. Bowen, his wife

Ordered, this 29th 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 3rd 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 3rd day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, Test:
GEORGE T. CROMWELL, Clerk

J-14

FILED

No. M.C. 1961 FEB 6 PM 3:49

20

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,975

Auditor Account

John A. Timour

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 February, 1961. The first insertion being made the 31st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

LIBER 128 PAGE 264

HUGH K. HOLMES, ATTORNEY NAMED	o	IN THE
IN THE MORTGAGE,	o	CIRCUIT COURT FOR
Vs.	o	ANNE ARUNDEL COUNTY
VIRGIL L. HARTSOCK and	o	In Equity
ELSIE M. HARTSOCK, His Wife.	o	Equity No. 13,455
	o	

Mr. Clerk:

Please docket the above entitled case, and file the following enclosed Mortgage as Plaintiff's Exhibit "A":

Mortgage from Virgil L. Hartsock and Elsie M. Hartsock, his wife, to North Anne Arundel Savings and Loan Association, Inc., dated August 14th., 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1323 folio 390.

Hugh K. Holmes

Hugh K. Holmes,
Attorney named in Mortgage.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED

1960 SEP -2 PM 3:36

City—County Direct Reduction Form

LIBER 128 PAGE 265
BOOK 1323 PAGE 390

No. 13,958 Equity.

PURCHASE MONEY
This Mortgage, Made this 14th. day of August, in the year one thousand, nine hundred and Fifty-Nine, between VIRGIL L. HARTSOCK and ELSIE M. HARTSOCK, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and NORTH ANNE ARUNDEL SAVINGS AND LOAN ASSOCIATION, INC.

a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SEVEN THOUSAND and-----00/100----- Dollars, being part of the purchase money for the property hereinafter described:

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

By the payment of FIFTY-NINE and-----07/100---- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third ELECTION DISTRICT of Anne Arundel County, in said State, and described as follows:

BEING KNOWN AND DESIGNATED AS Lots Nos. 175 and 176 in Laurel Acres, Section A, as the same are shown on the Plat thereof which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 folio 24.

BEING the same property that was conveyed unto the said Mortgagors by Jessie P. Grimm, Widow, by a Deed of even date herewith, and recorded, or intended to be recorded, among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple;

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

And the said Mortgagors, for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. In the event of any prepayment of the said mortgage debt, the Mortgagee reserves the right to charge a prepayment fee equal to three months' interest.

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Hugh K. Holmes, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-Five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Mary M. Shanks
Mary M. Shanks, as to both.

Virgil L Hartsock (SEAL)
Virgil L. Hartsock

Elsie M. Hartsock (SEAL)
Elsie M. Hartsock

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 14th. day of August, 19 59, before me, the subscriber, a Notary Public, of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Virgil L. Hartsock and Elsie M. Hartsock, his wife, the above named Mortgagors,

and they acknowledged the aforegoing mortgage to be their respective act. At the same time also appeared George Missel, 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.

900

Mary M Shanks
Mary M. Shanks, Notary Public.

My Commission expires May 1st., 1961.

Rec'd for record Aug. 19, 1959 at 2:11 P.M.

Mailed to Hugh K. Holmes

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LIBER 128 PAGE 267

BOOK 1323 PAGE 392

LIBER 128 PAGE 268

No. 13,958 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 31st. day of August ,
19 60 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Hugh K. Holmes

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.)

Virgil L. Hartsock and Elsie M. Hartsock

~~XXXX~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 31st. day of August, , 19 60 .

Notarial Seal

Margaret P. Holmes
Margaret P. Holmes, *Notary Public.*

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

Filed,

FILED
1960 SEP -2 PM 3:36

LIBER 128 PAGE 269

HUGH K. HOLMES, ATTORNEY NAMED	°	IN THE
IN THE MORTGAGE,	°	CIRCUIT COURT FOR
Vs.	°	ANNE ARUNDEL COUNTY
VIRGIL L. HARTSOCK and	°	In Equity
ELSIE M. HARTSOCK, His Wife.	°	
	°	Equity No. 13,158

STATEMENT OF MORTGAGE DEBT

To: North Anne Arundel Savings and Loan Association, Inc., Mortgagee. Account No. M-551

Amount of Mortgage Loan, dated Aug. 14, 1959	$ 7,000.00
Interest from 8/14/59 to 8/31/60	438.67
	7,438.67
Less payments of principal and interest received	231.88
	7,206.79
Less unexpended balance in Expense Account	63.37
	7,143.42
Less unexpended balance of construction funds returned from Escrow Account	4,688.00
Current Balance Due	$ 2,455.42

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 2nd. day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, the Secretary of North Anne Arundel Savings and Loan Association, Inc., the holder of the Mortgage in this cause, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is just and true, and shows the correct balance of the mortgage debt remaining due and unpaid.

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

Nan Edith Hatch

Nan Edith Hatch, Notary Public

My Commission expires May 1st., 1961.

NAN EDITH HATCH NOTARY PUBLIC ANNE ARUNDEL CO., MD.

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1960 SEP -2 PM 3:36

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

7

Sale of Real Estate—Md. A STOCK COMPANY

LIBER 10 PAGE 382

LIBER 128 PAGE 270

"Old and Tried" Organized 1849

Equity No. 13,958

BOND No. 524819

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

Know All Men by these Presents:

THAT WE HUGH K. HOLMES

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND and - - -00/100 - - - - -

Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, scaled with our seals, and dated this 23rd. day of September nineteen hundred and Sixty

Whereas, by virtue of a power of sale contained in a mortgage from Virgil L. Hartsock and Elsie M. Hartsock, his wife to North Anne Arundel Savings and Loan Association, Inc. bearing date on or about the 14th. day of August nineteen hundred and Fifty-Nine the said Hugh K. Holmes 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 Hugh K. Holmes [redacted] 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 Hugh K. Holmes 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.

Hugh K. Holmes (SEAL)

Hugh K. Holmes, Attorney named in Mortgage.

(SEAL)

GLENS FALLS INSURANCE COMPANY

Bernard J. Holmes Attorney

Form 15182

FILED

1960 SEP 29 PM 12:18

Bond approved this 29th day of September 1960

George T. Cromwell, Clerk

8

LIBER 128 PAGE 271 - Equity No. 13,958

ROBERT H. CAMPBELL - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Lots

IN LAUREL ACRES, THIRD ELECTION DISTRICT

Under and by virtue of a power of s a l e contained in a mortgage from Virgil L. Hartsock and Elsie M. Hartsock, his w i f e , dated August 14th, 1959, to North Anne Arundel Savings and L o a n Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1323 folio 390, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, October 26, 1960

At 11 O'clock A. M.

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

BEING KNOWN AND DESIGNATED AS Lots Nos. 175 and 176, Section A, Laurel Acres, as the same are shown on a Plat of Laurel Acres that is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 folio 24.

Being the same property that was conveyed unto the said Virgil L. Hartsock and Elsie M. Hartsock, his wife, by Jessie P. Grimm, Widow, by a Deed dated August 14th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1323 folio 388.

The above property is improved by a garage and a partially completed house.

TERMS OF SALE: A cash deposit of $400.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in mortgage.

UNION LABEL 114

Lake Shore, Pasadena P. O., Maryland.

FILED

1960 OCT 27 PM 12:10

LIBER 128 PAGE 272 — Equity No. 13,958

HUGH K. HOLMES, ATTORNEY NAMED	*	IN THE
IN THE MORTGAGE,	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
VIRGIL L. HARTSOCK and	*	In Equity
ELSIE M. HARTSOCK, His Wife.	*	Equity No. 13,958
	*	

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 26th. day of October, 1960, sold the property described in the Handbill printed on the reverse side hereof at and for the sum of $ 3,000.00 to North Anne Arundel Savings and Loan Association, Inc., it being at that price the highest bidder therefor; and I further certify that the said sale was fairly made.

Robert H. Campbell, Auctioneer

PURCHASER S AGREEMENT

We hereby certify that we have this 26th. day of October, 1960, purchased the property described in the attached Handbill (printed on the referse side hereof) from Hugh K. Holmes, Attorney named in the Mortgage, at and for the sum of $ 3,000.00, and hereby agree to comply with the terms of sale as set forth in the said within Handbill advertising said sale.

NORTH ANNE ARUNDEL SAVINGS AND LOAN ASSOCIATION, INC:

By: George Missel
George Missel, President

Purchaser

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1960 OCT 27 PM 12:10

HUGH K. HOLMES, ATTORNEY NAMED IN THE MORTGAGE,	LIBER 128 PAGE 273	IN THE
Vs.	o	CIRCUIT COURT FOR
VIRGIL L. HARTSOCK and	o	ANNE ARUNDEL COUNTY
ELSIE M. HARTSOCK, His Wife.	o	In Equity
	o	Equity No. 13,958
	o	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hugh K. Holmes, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Hugh K. Holmes, Attorney named in the Mortgage, did, pursuant to said notice on the 26th. day of October, 1960, at 11:00 O'Clock A. M., sell on the premises the aforesaid fee simple property unto the North Anne Arundel Savings and Loan Association, Inc., at and for the sum of Three Thousand Dollars, they having offered the greatest price therefor.

Hugh K. Holmes

Hugh K. Holmes, Attorney named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 26th. day of October, in the year One Thousand Nine Hundred Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney named in the Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

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

Mary M. Shanks

Mary M. Shanks, Notary Public.

My Commission expires May 1st., 1961.

LAW OFFICES OF HUGH K. HOLMES PASADENA POST OFFICE LAKE SHORE, MARYLAND

FILED

1960 OCT 27 PM 12:10

11

ORDER NISI

LIBER 128 PAGE 274

Hugh K. Holmes, Attorney Named

In The Mortgage

versus

Virgil L. Hartsock and

Elsie M. Hartsock, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,958 Equity

Ordered, this 27th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney Named in the Mortgage

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.

The report states that the amount of sale was $3,000.00

George T. Cromwell Clerk.

True Copy,

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1960 OCT 27 PM 12:10

TEST: _____ Clerk.

(Final Order)

Hugh K. Holmes, Attorney Named

In The Mortgage

versus

Virgil L. Hartsock and

Elsie M. Hartsock, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 6th day of December, 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. Bruce Duckett
JUDGE.

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1960 DEC -6 PM 3:08

12

HUGH K. HOLMES
Attorney at Law
Lake Shore
Pasadena P.O., Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE LOTS IN LAUREL ACRES,

THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Virgil L. Hartsock and Elsie M. Hartsock, his wife, dated August 14th, 1959, to North Anne Arundel Savings and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1323 folio 390, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wed., October 26, 1960, at 11:00 o'clock A. M.

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

BEING KNOWN AND DESIGNATED AS Lots Nos. 175 and 176, Section A, Laurel Acres, as the same are shown on a Plat of Laurel Acres that is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 folio 24.

Being the same property that was conveyed unto the said Virgil L. Hartsock and Elsie M. Hartsock, his wife, by Jessie P. Grimm, Widow, by a Deed dated August 14th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1323 folio 388.

The above property is improved by a garage and a partially completed house.

TERMS OF SALE: A cash deposit of $400.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public harges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in mortgage,
Lake Shore
Pasadena P.O., Maryland
ROBERT H. CAMPBELL
Auctioneer O-20

No. 13

OFFICE (

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1,28 PAGE 275

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1960

We hereby certify, that the annexed

Attorney's Sale

Virgil L. Hartsock

Equity No 13,958

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of October, 1960. The first insertion being made the 29th day of September, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmans

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1960
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OFFIC!)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 276

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,958 Equity
HUGH K. HOLMES, Attorney Named In the Mortgage
VERSUS
VIRGIL L. HARTSOCK and ELSIE M. HARTSOCK, His wife

Ordered, this 27th day of October, 1960, That the sale of the Property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney Named in the Mortgage 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.

The report states that the amount of sale was $3,000.00

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,958.

Virgil L. Hartsock

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of December, 1960. The first insertion being made the 3rd day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgis Inman

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No. M. G. 1790 1960 NOV 29 PM 3:50

14

LIBER 128 PAGE 277

HUGH K. HOLMES, ATTORNEY NAMED	*	IN THE
IN THE MORTGAGE,	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
VIRGIL L. HARTSOCK and	*	In Equity
ELSIE M. HARTSOCK, His Wife	*	Equity No. 13958
	*	

AMENDED STATEMENT OF MORTGAGE DEBT

To: North Anne Arundel Savings and Loan Association, Inc, Mortgage Account No. M-551

Amount of Mortgage Loan, dated August 14, 1959	$ 7,000.00
Interest from 8-14-59 to 8-31-60	438.67
	7,438.67
Less payments of principal and interest received	231.88
	7,206.79
Less unexpended balance in Expense Account	52.48
	7,154.31
Less unexpended balance of construction funds returned from Escrow Account	4,688.00
	2,466.31

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this ----15th. day of December, 1960, before m e, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, persoally appeared Hugh K. Holmes, the Secretary of North Anne Arundel Savings and Loan Association, Inc., the holder of the Mortgage in this cause, and made oath in due form of law that the aforegoing Amended Statement of Mortgage Debt is just and true, and shows the correct balance of the mortgage debt remaining due and unpaid.

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

Mary M. Shanks

Mary M. Shanks, Notary Public

My Commission expires May 1st., 1961

LAW OFFICES OF HUGH K. HOLMES PASADENA POST OFFICE LAKE SHORE, MARYLAND

FILED

1960 DEC 28 AM 11:47

15

In the Case of

Hugh K. Holmes,
Attorney named in Mortgage
vs.
Virgil L. Hartsock
and
Elsie M. Hartsock, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,958 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

December 30, 1960

FILED

1961 JAN -3 PM 3:39

Dr. Hugh K. Holmes, Attorney named in Mortgage and Elsie M. Hartsock, his wife vs. Virgil L. Hartsock in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	120	62	195	62
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	86		
Glens Falls Insurance Co. -bond premium	12	00		
Robert H. Campbell - auctioneer's fee	51	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	3	30		
Margaret P. Holmes - notary fee		50		
Nan Edith Hatch - notary fee		50		
Mary M. Shanks - notary fees	1	00	176	57
To North Anne Arundel Savings & Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:				
Amount of Amended Claim filed- $2,466.31				
Interest at 6% thereon from 8/31/60 to 2/6/61 - 5 months 6 days	2,466	31		
	64	12	2,530	43
To Virgil L. Hartsock and Elsie M. Hartsock, his wife, mortgagors - this balance	67	41	67	41
			3,023	03

17

with Hugh K. Holmes, Attorney named in Mortgage Cr.

1960							
Oct.	36	Proceeds of Sale		3,000	00		
		Interest on deferred payment to 12/7/60 - 1 month 11 days		20	50	3,020	50
		Refund 1960 State and County taxes 2 months 4 days		2	53	2	53
						3,023	03

LIBER 128 PAGE 281

ORDER NISI

Hugh K. Holmes,
Attorney named in Mortgage
VERSUS
Virgil L. Hartsock
and
Elsie M. Hartsock, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,958 Equity.

ORDERED, This 3rd day of January, 1961, 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 13th 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 13th day of February next.

[signature]

1961 JAN -3 PM 3:39

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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 FEB 14 PM 3:44

O. Bowie Duckett

LIBER 128 PAGE 282

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. 13,958 Equity
HUGH K. HOLMES
Attorney Named in Mortgage
VERSUS
VIRGIL L. HARTSOCK and ELSIE M. HARTSOCK, his wife

Ordered, this 3rd day of January, 1961. 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 13th 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 13th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-26

1961 FEB -7 AM 9:45

FILED

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed Order Nisi Eq. 13,958 Auditor Account Virgil L. Hartsock

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of February, 1961. The first insertion being made the 12th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 18970

By H. Tilghman

26

LIBER 128 PAGE 283

H. Allen Mezger, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	OF
Kenneth L. Leach and Ruby L. Leach, his wife	*	ANNE ARUNDEL COUNTY
	*	Equity No. 13 1[illegible]

* * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Attorney named in Mortgage.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED

1960 SEP 10 AM 9:22

LIBER 128 PAGE 284

BOOK 1338 PAGE 21

Equity No. 13,966

THIS MORTGAGE, Made this 6th day of October - -, in the year one thousand nine hundred and fifty-nine, between KENNETH L. LEACH and RUBY L.

NO STAMPS REQUIRED

LEACH, his wife, - - - - - - - - - - of the County of Anne Arundel - - , in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Six Thousand ($6,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-one ($51.00) Dollars - - - - - - - - - - - - - - commencing on the First - - - day of November, 1959 and on the First - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - - lot of ground situate and lying in the Fourth Election District,

Anne Arundel County, Maryland - - -, and described as follows:

BEGINNING for the same at a pipe set at the end of the One Hundred Seventy-seven (177) foot line of the conveyance from William O. Bussey and Ida to George W. Wyatt and Myrtle May Wyatt by deed dated July 30th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 856, folio 571, said point being on the North side of the existing Twelve (12) foot right-of-way and the South side of the existing unimproved Thirteen (13) foot right-of-way; running from said beginning point so fixed and with the last line of said conveyance North Sixty-two (62) degrees Sixteen (16) minutes Thirty (30) seconds West One Hundred Fifty-nine and Twenty One-hundredths (159.20) feet to a pipe set on the East side of Clark Station Road (Thirty (30) feet wide); thence with the East side of said road North Twenty-two (22) degrees Thirty-five (35) minutes East Eighty-five and Eight Tenths (85.8) feet to a pipe set; thence crossing the above mentioned conveyance South Sixty-five (65) degrees Thirty-five (35) minutes East One Hundred Sixty-one and Seventy-six One-hundredths (161.76) feet to a pipe set, said pipe being North Sixty-five (65) degrees Thirty-five (35) minutes West Two Hundred Seventy-one and Sixty-eight One-hundredths (271.68) feet from the division line between Lots Nos. Eight (8) and Ten (10) as shown on a plat of Thompson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 16, page 33, said pipe also being South Twenty-four (24) degrees Twenty-five (25) minutes West Ninety and Eighty-seven One-hundredths (90.87) feet from a pipe set in the division

MEZGER & MEZGER ATTORNEYS AND COUNSELLORS AT LAW BALTIMORE 1, MD.

1960 SEP 10 AM 9:22

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line between Lots Nos. Seven (7) and Eight (8); thence with part of the above mentioned One Hundred Seventy-seven (177) foot line South Twenty-four (24) degrees Twenty-five (25) minutes West Ninety-five (95) feet to the place of beginning. Containing Thirty-three One-hundredths (0.33) of an acre. Being the Southern portion of the above mentioned conveyance which lies in the Southwest corner of Lot No. Eight (8), Thompson Farms and as surveyed by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in September 1959.

BEING the same lot of ground which by deed of even date, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by George W. Wyatt and Myrtle May Wyatt, his wife, to the said mortgagors.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the First - - - - - - - - - - - - - - - - day of each and every month the sum of Fourteen ($14.00) Dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice: (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

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the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Kenneth L. Leach (SEAL)

Kenneth L. Leach

Ruby L. Leach (SEAL)

Ruby L. Leach

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6th day of October - 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Kenneth L. Leach and Ruby L. Leach, his wife, - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger, Notary Public.

My Commission Expires May 1st, 1961.

11.00

Rec'd for record Oct. 7, 1959 at 10:46 A.M.

Mailed to Mezger & Mezger

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MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 128 PAGE 288

H. Allen Mezger, Attorney named in Mortgage

VS

Kenneth L. Leach,
and
Ruby L. Leach, his wife,

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 13,966

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 6000.00
Less - Total amount paid on account of Principal	$	
Less - Credit Expense Account		
Net Balance	$	$ 6000.00
Plus accumulated interest to September 30th,1960 (with interest thereafter at rate of 6% per annum)		113.62
Total Amount of Mortgage Indebtedness		$ 6113.62

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

By: [signature]
Treasurer

Henry C. Bourke,Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 8th day of September, in the year nineteen hundred and sixty - , before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City, the Plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Joseph J. Blimline Jr.
Joseph J. Blimline,Jr. Notary Public

My Commission Expires May 1st,1961 .

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE, MD.

FILED

1960 SEP 10 AM 9:22

6

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

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

vs.

KENNETH L. LEACH and

RUBY L. LEACH, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

LIBER 128 PAGE 289

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City

and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Arundel Federal Savings and Loan Association of Baltimore City

By: John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 26th day of September 1960

Mary E. Abee
Notary Public

FILED
1960 OCT 14 AM 9:32

7

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 10 PAGE 398

No. 13966 Equity

LIBER 128 PAGE 230

Know all Men by these Presents:

THAT WE.....H. Allen Mezger.....

.....

of .....200 W. Saratoga Street, Baltimore 1, Maryland.....

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of.....Six Thousand Two Hundred and No/100 - - - - - - - ($6,200.00) - - -..... *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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this*.....14th..... *day of*.....October.....*in the year of our Lord nineteen hundred and*.....sixty.....

WHEREAS, the above bounden.....H. Allen Mezger.....

by virtue of a power contained in mortgage from...Kenneth L. Leach and Ruby L. Leach, his .....wife.....

to Arundel Federal Savings and Loan Association of Baltimore City.....

.....

dated .....October 6, 1959.....*and recorded in Liber*.....GTC.....

No...1338..... *folio*.....21.....*etc., one of the Land Record Books of*.....

.....Anne Arundel County.....*is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said*.....H. Allen Mezger.....

.....*is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Janet L. Burns
Janet L. Burns

H. Allen Mezger [SEAL.]

[SEAL.]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Carol Armstrong
Carol Armstrong

Bond approved this 14 day of October, 1960

George T. Cromwell, Clerk

FILED

1960 OCT 14 AM 9:32

8

MEZGER & MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A two story frame dwelling, located Southern Portion of Lot No. 8, Thompson Farms, situated Route 2, Box 421, Old Annapolis Road, Severn, 4th Election District, Anne Arundel County, Md.

Under and by virtue of the power of sale contained in the mortgage dated October 6th, 1959, from Kenneth L. Leach and Ruby L. Leach, his wife said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1338 folio 21, the undersigned as Attorney, will offer for sale at public auction on the premises on;

TUESDAY, OCTOBER 18, 1960 AT 3:00 P.M.

the following property:

BEGINNING for the same at a pipe set at the end of the One Hundred Seventy-seven (177) foot line of the conveyance from William O. Bussey and Ida to George W. Wyatt and Myrtle May Wyatt by deed dated July 30th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 856, folio 571, said point being on the North side of the existing Twelve (12) foot right-of-way and the South side of the existing unimproved Thirteen (13) foot right-of-way; running from said beginning point so fixed and with the last line of said conveyance North Sixty-two (62) degrees Sixteen (16) minutes Thirty (30) seconds West One Hundred Fifty-nine and Twenty One-hundredths (159.20) feet to a pipe set on the East side of Clark Station Road (Thirty (30) feet wide); thence with the East side of said road North Twenty-two (22) degrees Thirty-five (35) minutes East Eighty-five and Eight Tenths (85.8) feet to a pipe set; thence crossing the above mentioned conveyance South Sixty-five (65) degrees Thirty-five (35) minutes East One Hundred Sixty-one and Seventy-six One-hundredths (161.76) feet to a pipe set, said pipe being North Sixty-five (65) degrees Thirty-five (35) minutes West Two Hundred Seventy-one and Sixty-eight One-hundredths (271.68) feet from the division line between Lots Nos. Eight (8) and Ten (10) as shown on a plat of Thompson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 18, page 33, said pipe also being South Twenty-four (24) degrees Twenty-five (25) minutes West Ninety and Eighty-seven One-hundredths (90.87) feet from a pipe set in the division line between Lots Nos. Seven (7) and Eight (8); thence with part of the above mentioned One Hundred Seventy-seven (177) foot line South Twenty-Four (24) degrees Twenty-five (25) minutes West Ninety-five (95) feet to the place of beginning. Containing Thirty-three One-hundredths (0.33) of an acre. Being the Southern portion of the above mentioned conveyance which lies in the Southwest corner of Lot No. Eight (8), Thompson Farms and as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in September 1959.

No. Filed 1960 OCT 18 PM

OFF. . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 291

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1960

We hereby certify, that the annexed

Attorney's

Mortgage Sale

Equity No. 13,966

Kenneth L. Leach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of October, 1960. The first insertion being made the 22nd day of September, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By: D. Wightman

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. Allen Mezger
Attorney named in Mortgage
E. T. Newell & Co., Inc.
Auctioneers

O-13

H. Allen Mezger, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Kenneth L. Leach and	*	
Ruby L. Leach, his wife	*	Equity No. 13966

* * * * * * *

CERTIFICATION

We hereby certify, that on the 18th day of October, 1960, we sold at public auction for the highest price obtainable to Edwin D. Bell and Carrie E. Bell, his wife,- - - - - - - - - - - - the fee simple property described as follows:

BEGINNING for the same at a pipe set at the end of the One Hundred Seventy-seven (177) foot line of the conveyance from William O. Bussey and Ida to George W. Wyatt and Myrtle May Wyatt by deed dated July 30th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 856, folio 571, said point being on the North side of the existing Twelve (12) foot right-of-way and the South side of the existing unimproved Thirteen (13) foot right-of-way; running from said beginning point so fixed and with the last line of said conveyance North Sixty-two (62) degrees Sixteen (16) minutes Thirty (30) seconds West One Hundred Fifty-nine and Twenty One-hundredths (159.20) feet to a pipe set on the East side of Clark Station Road (Thirty (30) feet wide); thence with the East side of said road North Twenty-two (22) degrees Thirty-five (35) minutes East Eighty-five and Eight Tenths (85.8) feet to a pipe set; thence crossing the above mentioned conveyance South Sixty-five (65) degrees Thirty-five (35) minutes East One Hundred Sixty-one and Seventy-six One-hundredths (161.76) feet to a pipe set, said pipe being North Sixty-five (65) degrees Thirty-five (35) minutes West Two Hundred Seventy-one and Sixty-eight One-hundredths (271.68) feet from the division line between Lots Nos. Eight (8) and Ten (10) as shown on a plat of Thompson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 16, page 33, said pipe also being South Twenty-four (24) degrees Twenty-five (25) minutes West Ninety and Eighty-seven One-hundredths (90.87) feet from a pipe set in the division line between Lots Nos. Seven (7) and Eight (8); thence with part of the above mentioned One Hundred Seventy-seven (177) foot line South Twenty-Four (24) degrees Twenty-five (25) minutes West Ninety-five (95) feet to the place of beginning. Containing Thirty-ty-three One-hundredths (0.33) of an acre. Being the Southern portion of the above mentioned conveyance which lies in the Southwest corner of Lot No. Eight (8), Thompson Farms and as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in September 1959.

at and for the price of Six thousand five hundred ($6,500.00) dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its President.

E.T. NEWELL & CO., INC., AUCTIONEERS

By: John M. Miller, Jr. President

I/We hereby certify that I/We purchased the above described property at and for the price of Six Thousand Five hundred Dollars, $6500.00

Edwin D. Bell
Edwin D. Bell

Carrie E. Bell
Carrie E. Bell

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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FILED
1960 OCT 20 AM 10:47

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
KENNETH L. LEACH and	*	
RUBY L. LEACH, his wife	*	Equity No. 13966
	*	

* * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney Named in Mortgage, of the mortgage from Kenneth L. Leach and Ruby L. Leach, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in said mortgage dated October 6th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1338, folio 21, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney Named in Mortgage, did, pursuant of said notice, on Tuesday, October 18th, 1960, at 3:00 p.m., attend on the premises and then and there sold at public auction, all that lot of ground located in the Fourth Election District, Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Edwin D. Bell and Carrie E. Bell, his wife, at and for the sum of Six thousand five hundred ($6,500.00) Dollars, of which a deposit of Six hundred fifty ($650.00) dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger, Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city

FILED
1960 OCT 20 AM 10:46

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

aforesaid, personally appeared H. Allen Mezger, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.

Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1st, 1961.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

ORDER NISI

LIBER 128 PAGE 296

H. Allen Mezger, Attorney Named in Mortgage

versus

Kenneth L. Leach and Ruby L. Leach, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,966 Equity

Ordered, this 20th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of November next.

The report states that the amount of sale was $ 6,500.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 OCT 20 AM 10:46

TEST: _____ Clerk.

(Final Order)

H. Allen Mezger, Attorney Named in Mortgage

versus

Kenneth L. Leach and Ruby L. Leach, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th 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. Bruce Duckett
JUDGE.

FILED
1960 DEC -1 AM 11:25

13

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 297

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,966 Equity
H. Allen Mezger, Attorney Named In Mortgage

versus

KENNETH L. LEACH and RUBY L. LEACH, his wife

Ordered, this 20th day of October, 1960, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of November next.

The report states that the amount of sale was $6,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

H. Allen Mezger
Attorney

N-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,966

Kenneth L Leach

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 November, 1960. The first insertion being made the 27th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 176-61 NOV 28 AM 9:52

LIBER 10 PAGE 444

Jud. 1404Z

Additional

MORTGAGEE OR ATTORNEYS' BOND

No. 13966 Equity

LIBER 128 PAGE 293

Know all Men by these Presents:

THAT WE....H. Allen Mezger.....

.....

of ..200 W. Saratoga Street, Baltimore 1, Maryland.....

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the ~~full~~ Additional and ~~just~~ sum of..Three Hundred and No/100 - - - - - - - - - - - - - - - - ($300.00)..... *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this*....29th..... *day of*.....November.....*in the year of our Lord nineteen hundred and*.....sixty.....

WHEREAS, the above bounden.....H. Allen Mezger.....

by virtue of a power contained in mortgage from.....Kenneth L. Leach and Ruby L. Leach, his

..... wife .....

to ..Arundel Federal Savings and Loan Association of Baltimore City.....

.....

dated .....October 6, 1959.....*and recorded in Liber*.....GTC.....

No.....1338..... *folio*.....21.....*etc., one of the Land Record Books of*.....

.....Anne Arundel County.....*is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said*.....H. Allen Mezger.....

.....*is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Janet L. Burns

Janet L. Burns

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By A. Robinson Cohee Jr.

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

ATTEST:

Carol Armstrong

Carol Armstrong

FILED

1960 NOV 30 AM 11:30

Bond approved this 30th day of November, 1960

George T. Cromwell, Clerk

LIBER 128 PAGE 299

In the Case of

H. Allen Mezger,
Attorney named in Mortgage
vs.
Kenneth L. Leach
and
Ruby L. Leach, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,966 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 4, 1961

Laura K. Nickerson
Auditor.

Dr. H. Allen Mezger, Attorney named in Mortgage vs. Kenneth L. Leach and Ruby L. Leach, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	226	78	326	78
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	13	50	55	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	105	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	16	70		
Maryland Casualty Co. - bond premiums	26	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	50	00		
M. R. Farring, Agent -fire insurance installment due 10/6/60 ($25.83) - adjusted to 1/6/61	6	46		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	7	15		
Jos. J. Blimline, Jr. - notary fees	1	00		
Gary S. Wase - notary fee		50	243	39
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,966	66	5,966	66
			6,591	83
Amount of mortgage claim filed	6,113	62		
Interest @ 6% on principal balance of $6,000.00 from 9/30/60 to 2/13/61 - 4 months 14 days	134	00		
	6,247	62		
Cr. Amount allowed above	5,966	66		
Balance subject to decree in personam	280	96		

17

with

H. Allen Mezger, Attorney named in Mortgage

Cr.

1960				
Oct.	18	Proceeds of Sale	6,500 00	
		Interest on deferred payment of $5,850.00 to 12/19/60	59 48	6,559 48
		Refund 1960 State and County taxes- 2 months 12 days	32 35	32 35
				6,591 83

ORDER NISI

LIBER 128 PAGE 302

H. Allen Mezger,

Attorney named in Mortgage

VERSUS

Kenneth L. Leach

and

Ruby L. Leach, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,966 Equity.

ORDERED, This 9th day of January, 19 61, 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 13th 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 13th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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 FEB 14 PM 3:4[illegible]

O. Brice Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 303

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,966 Equity
H. Allen Mezger, Attorney Named in Mortgage
VERSUS
KENNETH L. LEACH and RUBY L. LEACH, his wife

Ordered, this 9th day of January, 1961, 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 13th 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 13th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,966

Auditor Account

Kenneth L. Leach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of February, 1961. The first insertion being made the 13th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 14982 1961 JAN 31 PM 2:22 By H. Tilghman

20

LIBER 128 PAGE 304

HUGH K. HOLMES, ATTORNEY NAMED	o	IN THE
IN THE MORTGAGE,	o	CIRCUIT COURT FOR
Vs.	o	ANNE ARUNDEL COUNTY
THEODORE HOOVER and	o	In Equity
MABEL HOOVER, His Wife,	o	Equity No. 14003
	o	

Mr. Clerk:

Please docket the above entitled case, and file the following enclosed Mortgage as Plaintiff's Exhibit "A":

Mortgage from Theodore Hoover and Mabel Hoover, his wife, to David C. Strain and Viola V. Strain, his wife, dated February 28th., 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 909 folio 304.

Hugh K. Holmes,
Attorney named in Mortgage.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED
1955 SEP 29 PM 12:18

LIBER 909 PAGE 304 County 14003

THIS MORTGAGE, Made this 26th day of February, in the year One Thousand Nine Hundred Fifty-Five, by and between THEODORE HOOVER and MABEL HOOVER, his wife, of Anne Arundel County, State of Maryland, Mortgagors; and DAVID C. STRAIN, SR. and VIOLA V. STRAIN, his wife, of the County and State aforesaid, Mortgagees.

LIBER 128 PAGE 305

WHEREAS, The said Mortgagors are justly indebted unto the said Mortgagees in the full and just sum of Five Hundred Dollars ($500.00), which said sum is to be repaid by the said Mortgagors unto the said Mortgagees in full at the expiration of five (5) years from the date hereof; and in the meantime, the said Mortgagors shall pay interest unto the said Mortgagees, computed at the annual rate of six per cent, to be paid semi-annually on the first days of September and March in each year. The said Mortgagors shall have the right at any time during the continuance of this Mortgage, and before maturity, to pre-pay all of the balance due, or portions thereof in installments of not less than One Hundred Dollars ($100.00) each, without the payment of any pre-payment fine or penalty; and upon payment in full of the principal balance due, together with accrued interest, the said Mortgagors shall be entitled to receive a full release of this Mortgage.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That in consideration of the premises, and of the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Theodore Hoover and Mabel Hoover, his wife, do grant and convey unto the said David C. Strain, Sr. and Viola V. Strain, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, all those two lots of ground and premises situate, lying, and being in the Fifth Election District of Anne Arundel County, State of Maryland, and which are more fully known as follows, that is to say:

BEING KNOWN AND DESIGNATED AS Lots Nos. Thirty-Two (32) and Thirty-Three (33), Block L, in Glen Oak Heights (also known as Glendale Terrace), as the same are shown on the Plat of said Development formerly recorded in Plat Book W.N.W. No. 2 folio 69-B, and now recorded among the Plat Records of Anne Arundel County in Plat Book No. 3 Page 25.

BEING the same property that was conveyed unto the said Mortgagors by the Suburban Realty Company, Inc., by a Deed dated August 27th., 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 55 folio 109.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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

TO HAVE AND TO HOLD the said described lots of ground and premises unto the said David C. Strain, Sr. and Viola V. Strain, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple.

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

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

AND upon any default in the terms of this Mortgage, a sale may be made by the said Mortgagees, their personal representatives or assigns, or by Hugh K. Holmes, their attorney under section 6 to 15 inclusive of Chapter 12 of the Acts of 1950, Public General Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole, and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner, and terms of sale in some newspaper printed in Anne Arundel County, and the party selling may also give such other notices as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such terms as the party selling may deem expedient.

AND IT IS AGREED that upon any sale of said property under this Mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagees, their personal representatives or assigns, or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; also a commission to the party selling equal to the commission allowed

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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trustees for making sales of property under a decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagees, their personal representatives and assigns, hereunder, whether the same shall have then matured or not; and, third, the balance if any to the said Mortgagors, their heirs, personal representatives, or assigns; and half of such commission and all such expenses and costs shall be paid by the Mortgagors, their heirs, personal representatives and assigns, in the event that the Mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage, but not thereafter, the said Mortgagors, their heirs, personal representatives or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, and ground rent, which mortgage debt and interest, taxes, assessments, public dues and charges and ground rent the said Mortgagors, for themselves, their heirs, personal representatives and assigns covenant to pay when legally due. And upon any default in any of the covenants of this Mortgage, the Mortgagees shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagees as additional security.

AND the said Mortgagors covenant that they will not remove, dismantle, or cause waste to the improvements on said property; and that they will keep the said improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said Mortgagees, and to cause all of the policies of insurance covering the said premises to be so framed or indorsed as in case of fire to insure to the benefit of the said Mortgagees, their personal representatives or assigns, to the extent of their lien or claim under this Mortgage, and to deliver all of the policies covering said premises to the Mortgagees, to be kept by them. And in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

4

Mortgagees only, and not to the Mortgagors and Mortgagees jointly; such payment at the option of the Mortgagees may be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but shall not exceed the amount payable under this Mortgage; provided, that the Mortgagees in lieu of such application may, in writing, consent to the use of said insurance money by the Mortgagors for the reconstruction of the improvements on the mortgaged property.

AND the said Mortgagors covenant to warrant specially the said property; and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Test:

Theodore Hoover (SEAL)
Theodore Hoover

Mabel Hoover (SEAL)
Mabel Hoover

Hugh K. Holmes
Hugh K. Holmes, as to both.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 28th day of Feb., in the year One Thousand Nine Hundred Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Theodore Hoover and Mabel Hoover, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the same to be their respective act.

AT THE SAME TIME also personally appeared David C. Strain, Sr. and Viola V. Strain, his wife, the above named Mortgagees, 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.

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

Hugh K. Holmes
Hugh K. Holmes, Notary Public.

My Commission expires May 2nd., 1955.

Recorded: March 12, 1955 at 9.40 A.M.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

LIBER 128 PAGE 309

AFFIDAVIT OF NON-MILITARY SERVICE

Equity No: 14,003

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 24th. day of September, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, DAVID C. STRAIN, SR. and VIOLA V. STRAIN, his wife,

plaintiff S, 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.)

Theodore Hoover and Mabel Hoover, his wife,

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 24th. day of September, 19 60.

Notarial Seal

Margaret P. Holmes, Notary Public

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

Filed,

FILED
1960 SEP 29 PM 12:18

6

LIBER 128 PAGE 310

HUGH K. HOLMES, ATTORNEY NAMED	°	IN THE
IN THE MORTGAGE,	°	CIRCUIT COURT FOR
Vs.	°	ANNE ARUNDEL COUNTY
THEODORE HOOVER and	°	In Equity
MABEL HOOVER, His Wife.	°	Equity No. 14,003
	°	

STATEMENT OF MORTGAGE DEBT

To: David C. Strain, Sr. and Viola V. Strain, His Wife, Mortgagees.

Original amount of Mortgage Debt, dated Feb. 28, 1955	$ 500.00
Interest to Sept. 30, 1960	167.50
	$ 667.50
Payments received upon principal of debt	none
Interest payments received	60.00
Current Balance Due	$ 607.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 2nd. day of September, 1960, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared David C. Strain, Sr. and Viola V. Strain, his wife, the holders of the Mortgage in this cause, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is just and true, and shows the correct balance of the mortgage debt remaining due and unpaid.

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

Margaret P. Holmes

Margaret P. Holmes, Notary Public.

My Commission expires May 1st., 1961.

MARGARET P. HOLMES NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED

1960 SEP 29 PM 12:18

7

Sale of Real Estate—Md. A STOCK COMPANY

LIBER 10 PAGE 381

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N.Y.

BOND No. 524820

Equity 14,003

LIBER 128 PAGE 311

Know All Men by these Presents:

THAT WE HUGH K. HOLMES

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND and - - - 00/100 - - - Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26th. day of September nineteen hundred and Sixty.

Whereas, by virtue of a power of sale contained in a mortgage from Theodore Hoover and Mabel Hoover, his wife, to David C. Strain, Sr. and Viola V. Strain, his wife, bearing date on or about the 28th. day of February nineteen hundred and Fifty-Five the said Hugh K. Holmes 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 Hugh K. Holmes [redacted] 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 Hugh K. Holmes 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.

Hugh K. Holmes (SEAL)

Hugh K. Holmes, Attorney named in Mortgage.

(SEAL)

GLENS FALLS INSURANCE COMPANY

Bernard J. Holmes, Attorney

Form 15182

FILED

1960 SEP 29 PM 12:18

Bond approved this 29th day of September 1960

George T. Cromwell, Clerk

LIBER. 128 PAGE 312 Equity No: 14,003

ROBERT H. CAMPBELL - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Lots

IN GLEN OAK HEIGHTS, FIFTH ELECTION DISTRICT
(Also Known As Glendale Terrace)

Under and by virtue of a power of s a l e contained in a mortgage from Theodore Hoover and Mabel Hoover, his wife, to David C. Strain, Sr. and Viola V. Strain, his wife, dated February 28th, 1955, and r e c o r d e d among the Land Records of Anne Arundel County in Liber J. H. H. No. 909 folio 304, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, October 26, 1960

AT 1:00 O'CLOCK P. M.

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

BEING KNOWN AND DESIGNATED AS L o t s Nos. Thirty-Two (32) and Thirty-Three (33), Block L, in Glen Oak Heights (also known as Glendale Terrace), as the same are shown on the plat of said development formerly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 69-B, and now recorded among the said Plat Records in Plat Book No. 3 folio 25,

Being the same property that was conveyed unto the said Theodore Hoover and Mabel Hoover, his wife, by the Suburban Realty Company, Inc., by a Deed dated August 27th, 1929, a n d recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 55 folio 109.

TERMS OF SALE: A cash deposit of $200.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in mortgage,

Lake Shore, Pasadena P. O., Maryland.

UNION ARLINGTON 114

FILED

1960 OCT 27 PM 12:10

10

HUGH K. HOLMES, ATTORNEY NAMED	*	IN THE
IN THE MORTGAGE,	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
THEODORE HOOVER and	*	In Equity
MABEL HOOVER, His Wife.	*	Equity No. 14,003
	*	

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 26th. day of October, 1960, sold the property described in the Handbill printed on the reverse side hereof at and for the sum of $ 900.00, to David C. Strain, Sr. and Viola V. Strain, his wife, they being at that price the highest bidders therefor; and I further certify that the said sale was fairly made.

Robert H. Campbell, Auctioneer

PURCHASERS AGREEMENT

We hereby certify thatwe have this 26th. day of October, 1960, purchased the property described in the attached Handbill (printed on the reverse side hereof) from Hugh K. Holmes, Attorney named in the Mortgage, at and for the sum of $ 900.00, and hereby agree to comply with the terms of sale as set forth in the said within Handbill advertising said sale.

David C. Strain Sr.

Viola V. Strain

Purchaser

FILED

1960 OCT 27 PM 12:10

11

HUGH K. HOLMES, ATTORNEY NAMED IN THE MORTGAGE,

Vs.

THEODORE HOOVER and MABEL HOOVER, His Wife.

LIBER 128 PAGE 314

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity

Equity No. 4003

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hugh K. Holmes, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Hugh K. Holmes, Attorney named in the Mortgage, did, pursuant to said notice on the 26th. day of October, 1960, at 1:00 O'clock P. M., sell on the premises the aforesaid fee simple property unto David C. Strain, Sr. and Viola V. Strain, his wife, at and for the sum of Nine Hundred Dollars cash, they having offered the greatest price therefor.

Hugh K. Holmes

Hugh K. Holmes, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 26th. day of October, in the year One Thousand Nine Hundred Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney named in the Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

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

Mary M. Shanks

Mary M. Shanks, Notary Public.

My Commission expires May 1st., 1961.

FILED

1960 OCT 27 PM 12:10

12

ORDER NISI

LIBER 128 PAGE 315

Hugh K. Holmes, Attorney Named
In the Mortgage

versus

Theodore Hoover and
Mabel Hoover, His wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,003 Equity

Ordered, this 27th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in the mortgage

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.

The report states that the amount of sale was $900.00

True Copy,

George T. Cromwell Clerk.

FILED
1960 OCT 27 PM 12:10

TEST: _____ Clerk.

(Final Order)

Hugh K. Holmes, Attorney Named In the Mortgage

versus

Theodore Hoover and
Mabel Hoover, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 6th day of December, 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 Bruce Duckett
JUDGE.

FILED

1960 DEC -6 PM 3:08

13

HUGH K. HOLMES
Attorney at Law
Lake Shore
Pasadena P. O., Md. and

Attorney's Sale

OF VALUABLE FEE SIMPLE LOTS

IN GLEN OAK HEIGHTS, FIFTH ELECTION DISTRICT (ALSO KNOWN AS GLENDALE TERRACE

Under and by virtue of a power of sale contained in a mortgage from Theodore Hoover and Mabel Hoover, his wife, to David C. Strain, Sr. and Viola V. Strain, his wife, dated February 28th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 909 folio 304, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday,
October 26th, 1960
at 1:00 o'clock P.M.

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

BEING KNOWN AND DESIGNATED AS Lots Nos. Thirty-Two (32) and Thirty-Three (33), Block L, in Glen Oak Heights (also known as Glendale Terrace), as the same are shown on the Plat of said development formerly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2 folio 69-B, and now recorded among the said Plat Records in Plat Book No. 3 folio 25.

Being the same property that was conveyed unto the said Theodore Hoover and Mabel Hoover, his wife, by the Suburban Realty Company, Inc., by a Deed dated August 27th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 55 folio 109.

TERMS OF SALE: A cash deposit of $200.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in mortgage.

Lake Shore, Pasadena P.O., Md.
ROBERT H. CAMPBELL,
Auctioneer

o-20

No. 14.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 316

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1960

We hereby certify, that the annexed

Attorney's Sale

Theodore Hoover

Equity No. 14,003

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of October, 1960. The first insertion being made the 29th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV -4 By: W. Tilghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 317

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,003

Theodore Hoover

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of December, 1960. The first insertion being made the 3rd day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,003 Equity
HUGH K. HOLMES, Attorney Named in the Mortgage
VERSUS
THEODORE HOOVER and MABEL HOOVER, His wife

Ordered, this 27th day of October, 1960. That the sale of the Property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney Named in the Mortgage 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.

The report states that the amount of sale was $900.00.

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

FILED
1960 NOV 29 PM 3:50

No. M. G. 17358

15

LIBER 128 PAGE 318

In the Case of

Hugh K. Holmes,
Attorney named in Mortgage
vs.
Theodore Hoover
and
Mabel Hoover, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,003 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. Tackling
Auditor.

December 30, 1960

FILED
1961 JAN 3 PM 3:39
1961 JAN -3 PM 3:39

Dr. Hugh K. Holmes, Attorney named in Mortgage and Mabel Hoover, his wife vs. Theodore Hoover in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	54	25	104	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	78		
Glens Falls indemnity Co. -bond premium	10	00		
Robert H. Campbell - auctioneer's fee	51	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Margaret P. Holmes - notary fees	1	00		
Mary M. Shanks - notary fee		50	169	93
To David C. Strain, Sr., and Viola V. Strain, his wife, mortgagees - this balance on account mortgage claim	583	52	583	52
			909	20
Amount of mortgage claim filed	607	50		
Interest at 6% on principal balance of $500.00 from 9/30/60 to 2/6/61 - 4 months 6 days	10	50		
	618	00		
Cr. Amount allowed above	583	52		
Balance subject to decree in personam	34	48		

with Hugh K. Holmes, Attorney named in Mortgage Cr.

1960						
Oct.	26	Proceeds of Sale	900	00		
		Interest on deferred payment to 12/7/60 - 1 month 11 days	6	15	906	15
		Refund 1960 State and County taxes 2 months 4 days		28		
		Refund 1960 water and sewer benefit charges - 2 months 4 days	2	77	3	05
					909	20

ORDER NISI

LIBER 128 PAGE 321

Hugh K. Holmes,

Attorney named in Mortgage

VERSUS

Theodore Hoover

and

Mabel Hoover, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,003 Equity.

ORDERED, This 3rd day of January, 19 61, 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 13th 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 13th day of February next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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 FEB 14 PM 3:44

1961 JAN -3 PM 3:39

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 322

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,003 Auditor Account. Theodore Hoover.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of February, 1961. The first insertion being made the 12th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,003 Equity
HUGH K. HOLMES
Attorney Named in Mortgage
VERSUS
THEODORE HOOVER and MABEL HOOVER, his wife

Ordered, this 3rd day of January, 1961, 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 13th 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 13th day of February next.

GEORGE T. CROMWELL, Clerk
Ture Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-26

1961 FEB -7 AM 9:45

No. M. G. 18971

20.

PETITION FOR FORECLOSURE

LIBER 128 PAGE 323

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

VS.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 14,016 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 9th **day of** April **A. D. 1959 the defendant executed and delivered to** First Progressive Building and Loan Association, Incorporated **a mortgage upon certain fee simple property in** Anne Arundel County, ~~the City of Baltimore~~, **therein described, to secure the payment of the mortgage debt of $** 14,000.00 **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.**

WHEREAS, a default has occurred in the covenants and conditions of said mortgage, which is recorded among the Land Records of Anne Arundel County in Liber GTC No. 1297, folio 453, etc.

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.

Max Polt

MAX POLT, *Attorney for Plaintiff*

FILED

1960 OCT -5 PM 1:48

Md - 15 40

BOOK 1297 PAGE 453

No. 14,016 Equity

LIBER 128 PAGE 324

This Mortgage, Made this 9th day of April in the year one thousand nine hundred and fifty-nine between WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE,

of ~~the City of Baltimore~~ Anne Arundel County, in the State of Maryland, Mortgagors and the FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagors being members of the said body corporate have received therefrom an advance of Fourteen Thousand ($14,000.00) Dollars on One Hundred and Forty shares of stock, ~~being the balance of the purchase money~~ for the hereinafter described and mortgaged property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of Fourteen Thousand ($14,000.00) Dollars, the said Mortgagors, Wilson J. Gould and Annabel Gould, his wife,

do grant, assign and convey unto the said Mortgagee, First Progressive Building & Loan Association, Incorporated,

its successors and assigns, all those lots of ground situate in ~~the City of Baltimore~~ Anne Arundel County, State of Maryland, the improvements thereupon being known as No. and more particularly described as follows, that is to say:

Beginning for the first at the southwest corner of the intersection of Bon Air Road and Robinwood Road and running thence south 3 degrees 24 minutes west binding on the west side of Robinwood Road two hundred twenty (220) feet; thence north 86 degrees 18 minutes west one hundred seventy-five (175) feet to an iron pipe there planted; thence north 85 degrees west five hundred and twenty (520) feet more or less (the last two mentioned lines being the northernmost boundary of Cedar Hill Avenue, as now laid out); thence north 5 degrees east fourteen and sixteen hundredths (14.16) feet to the southeast side of Hammonds Road; thence north 65 degrees 57 minutes east and binding on the southeast side of Hammonds Road, four hundred and nineteen and thirty-three hundredths (419.33) feet, more or less, to the intersection of Bon Air Road; thence south 85 degrees east and binding on the south side of Bon Air Road; one hundred fifty-three (153) feet to an iron pipe there planted; thence south 86 degrees 18 minutes east still binding on said south side of Bon Air Road one hundred seventy-one (171) feet to the point of beginning; the said tract of land containing two and five-eights (2 5/8) acres more or less.

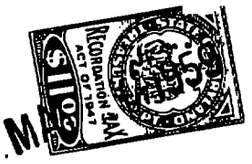
BEING the same tract of land which by deed dated March 5, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. number 149, folio 66, was granted and conveyed by The Brooklyn-Curtis Bay Land Company to John J. Lewis and Bertha M. Lewis, his wife, as tenants by the entireties, in fee simple.

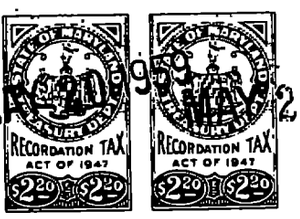
SAVING AND EXCEPTING so much of the above described lot of ground which by Deed dated October 25, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 409, folio 539 was granted and conveyed by Bertha M. Lewis Somerville and husband to Frederick A. Gundling.

BEGINNING for the second at the corner formed by the intersection of the north side of Bon Air Road, with the southeast side of Hammonds Road, as shown on Plat No. 1, Arundel Gardens, recorded among the Land Records of Anne Arundel County in Plat Book No. 16, folio 4 (formerly filed in Plat Cabinet 2, Rod D-4, Plat No. 205) and running thence binding on the north side of Bon Air Road, south 85 degrees east eighty-five (85) feet, and south 86 degrees and 18 minutes east one hundred and sixty-five (165) feet, more or less, to the west side of a thirty (30) foot parcel of land conveyed by Bertha M. Somerville and husband by deed dated November 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTU No. 977, folio 447 (being an extension northerly of the bed of Robinwood Road as shown on aforementioned Plat of Arundel Gardens); thence northeasterly and binding on the west side of said thirty (30) foot parcel of land, one hundred and

FILED

1960 OCT -5 PM 1:49





MAY 20 1959

forty (140) feet, more or less, to the intersection of Hammonds Road; thence binding on the southeast side of Hammonds Road two hundred and eighty-five (285) feet, more or less, to the place of beginning.

BEING part of the tract of land which by deed dated October 11, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 42, folio 262, was granted and conveyed by The Brooklyn-Curtis Bay Land Company to John J. Lewis and Bertha M. Lewis, his wife, as tenants by the entireties, in fee simple.

The said John J. Lewis having since departed this life on or about July 4, 1945, and the said Bertha M. Lewis, having since married William F. Somerville.

BEING the same lot of ground which by deed dated November 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1172, folio 301, was granted and conveyed by Bertha M. Lewis Somerville and William F. Somerville, her husband, unto Wilson J. Gould, one of the Mortgagors herein.

Annabel Gould joins in the execution of this mortgage solely for the purpose of conveying her dower interest in the above described property and it is agreed by and between the parties hereto that the said Annabel Gould is not to be liable in any way for the payment of the mortgage debt nor any of the covenants contained herein.

This mortgage is to be a standing mortgage for a period of one year at the rate of six per cent (6%) per annum. Interest to be payable every six months. The entire mortgage, plus interest, to be due and payable at the end of one year from the date hereof. The mortgagors have the right to prepay this mortgage without a penalty.

TOGETHER with the rights and improvements thereto belonging, or appertaining and the rents, issues and profits thereof.

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

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

~~TO HAVE AND TO HOLD said lot of ground and premises unto said Mortgagee, its successors and assigns, during the period of time that any amount remains due and owing on the said note, and until the expiration of the period of one year from the date hereof, if~~

~~payable half yearly on the~~

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

If said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void. And the said Mortgagors for themselves their heirs, executors, administrators and assigns, covenant with said Mortgagee, its successors and assigns, that said mortgaged property is unencumbered save as herein set out; and to pay and perform as follows: To pay the Mortgagee, or its assigns, the weekly sum of

as dues, at its every weekly meeting until the said sum advanced on said shares shall be fully paid. And to pay at the same time, as interest and premium in accordance with the By-Laws of said body corporate, the weekly sum of twelve cents on each of said shares of stock until one hundred dollars shall be repaid in weekly dues, when said weekly payments of interest and premiums shall be reduced twelve cents, in accordance with its By-Laws and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest and premium shall be reduced twelve cents in accordance with said By-Laws; and to pay to the Mortgagee, in equal weekly sums, all ground rents, water rents, public dues, taxes, assessments and charges for which the property hereby mortgaged may become liable when payable, and interest on prior mortgages, if any; and to pay all fines that may be imposed by the said Mortgagee in accordance with its By-Laws; not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagors to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mort-

gagee, may immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; and to keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in said insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor s hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied. All of which aforesaid and hereinbefore and hereinafter payments and covenants, shall continue in force until the Mortgage debt with interest shall be repaid in weekly payments.

And in case of any default in any one weekly payment of principal or interest or expense money or in case of any default in any of the covenants and conditions of this Mortgage or in case of default of any prior or subsequent Mortgages, if any there be, then the entire debt due plus interest to the date of the maturity of the Mortgage hereunder on said shares and Mortgage indebtedness shall become due and payable.

In the event of any default by the Mortgagor s in making any of the payments required to be made by this Mortgage, or, of prior or subsequent Mortgages, if any, the Mortgagee shall be entitled, without notice to the Mortgagor s, to the immediate appointment of a receiver of the property hereby mortgaged, without regard to the adequacy or inadequacy of the property as security for the Mortgage debt, and in the event of any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagor 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), and the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns or Samuel J. Aaron, 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 Two Hundred ($200.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making the sale of said 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.

AND it is agreed, that, until default be made in the premises, the said part ies of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying in the meantime, all ground rent, if any, taxes, assessments, public dues, fines, charges, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, fines, charges and assessments, the said part ies of the first part covenant to pay when legally payable.

That, as soon as this Mortgage becomes in default and is placed in the hands of an Attorney for collection, there shall become immediately due by the Mortgagors who hereby agree to pay to the said Attorney, a fee of thirty five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said Attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

This Mortgage with interest shall continue for a period of one (1) years only, and any balance due and owing plus interest at the end of one (1) years by the Mortgagor s shall be payable to the Mortgagee on demand, and if not paid on demand then the Mortgagee shall have the right to foreclose this Mortgage under the consent to the passage of a decree for the sale of said property herein given.

And the said Mortgagor s for themselves their heirs, executors, administrators and assigns, hereby covenants and agrees with the said Mortgagee, its successors and assigns, that in the event the said Mortgagor s shall cease to own the property hereby mortgaged or to have the same estate as they now ha ve in said property by either voluntary or involuntary alienation or in any other manner, then and in that event the whole sum of money due and owing under this Mortgage together with interest to the date of maturity shall immediately become due and payable and if not paid on demand, this Mortgage may be foreclosed under the consent to the passage of a decree for the sale of said property herein given.

IT IS PARTICULARLY COVENANTED AND AGREED that immediately upon the institution of any foreclosure proceedings, the attorney so instituting said proceedings shall forthwith be entitled to a counsel fee of One Hundred ($100.00) Dollars.

IT IS FURTHER COVENANTED AND AGREED that if said Mortgage shall be released prior to maturity, either by the voluntary act of the parties hereto, or of necessity by the filing of a foreclosure petition the Mortgagee, its successors or assigns, shall be entitled to interest until the date of the maturity of the Mortgage. The Mortgagor s shall not have the right to anticipate any payments of principal or interest.

WITNESS the hands and seals of said Mortgagor s.

TEST:

Wilson J. Gould (SEAL)
WILSON J. GOULD

Annabel Gould (SEAL)
ANNABEL GOULD

Max Polt
MAX POLT

(SEAL)

(SEAL)

5

BOOK 1297 PAGE 456

LIBER 128 PAGE 327

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, That on this 9th day of April 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 the City aforesaid, personally appeared Wilson J. Gould and Annabel Gould, his wife, the Mortgagors named in the foregoing Mortgage and they each acknowledged the foregoing Mortgage to be their act. At the same time also appeared Louis Bomstein, Vice-President of said First Progressive Building and Loan Association, 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.

WITNESS my hand and notarial seal.

Max Polt

MAX POLT, Notary Public

12.00

MAX POLT NOTARY PUBLIC BALTIMORE, MARYLAND

Rec'd for record May 20, 1959, at 1:44 P.M.
Mailed to The Title Guarantee Co.

SAMUEL J. AARON
Attorney at Law
110 E. LEXINGTON STREET
BALTIMORE 2, MD.
md. 15.40

MORTGAGE

FROM

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE,

TO

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

BLOCK NO. 453

Received for Record ____ at ____ o'clock ____ M. Same day recorded in Liber ____ No. ____ Folio ____ etc., one of the Land Records of ____ examined per ____, Clerk.

RETURN TO: Chattel
THE TITLE GUARANTEE COMPANY
[illegible] STS.

$12.00

Appr. H-26591
(we are not insuring)

STATEMENT OF MORTGAG_ CLAIM

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 14,016 Equity

LIBER 128 PAGE 328

STATEMENT OF MORTGAGE DEBT

Mortgage Dated April 9, 1959	-	$14,000.00
Interest to October 1, 1960	-	1,260.00
Balance Due on Mortgage		$15,260.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 8th day of September 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 Merrill Levy, Secretary of First Progressive Building and Loan Association, Incorporated the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1960 OCT -5 PM 1:49

As witness my hand and Notarial Seal.

Gloria J. Evans

GLORIA JEAN EVANS, *Notary Public.*

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

LIBER 128 PAGE 329

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 14,016 Equity

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Max Polt

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.

Max Polt

MAX POLT, *Affiant.*

Subscribed and sworn to before me this 8th day of September 1960.

Gloria J. Evans

GLORIA JEAN EVANS, *Notary Public*

FILED

1960 OCT -5 PM 1:49

7

LIBER 128 PAG. 330

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,016 Equity

..... TERM, 19...

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 5th day of October, in the year nineteen hundred and sixty, by the Circuit Court of ~~Baltimore City~~ in 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 Max Polt 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 Fourteen Thousand ($14,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of foreclosure proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representaves or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagors and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

(Approx. Value $14,000.00)

Benjamin Michaelson
Judge.

FILED

1960 OCT -6 PM 12:31

8

Trustee's Bond

LIBER 10 PAGE 418 LIBER 128 PAGE 331

KNOW ALL MEN BY THESE PRESENTS: Equity No. 14,016

THAT WE Max Polt

110 E. Lexington Street - Baltimore 2, Maryland as principal,

and The Fidelity and Casualty Company of New York a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand and no/100---------- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 28th day of October in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden

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 2 5/8 acres land on Hammond's Lane near Ritchie Highway, 5th election district Anne Arundel County, Maryland

mentioned in the proceedings in the case of First Progressive Building & Loan, Inc.

vs.

Wilson J. Gould and Annabel Gould, h/w

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Max Polt

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

Louise M. Dosl

Signed, sealed and delivered in the presence of

Anne Lathroum

Anne Lathroum, as to surety

Max Polt (SEAL)

Max Polt

(SEAL)

The Fidelity and Casualty Company of New York

(SEAL)

(SEAL)

Robert S. Zetzer, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the The Fidelity and Casualty Company of New York a corporation of the State of New York does hereby constitute and appoint **Arthur F. Timmins and/or Robert A. Sheridan and/or Earl W. Ussery** and/or Robert S. Zetzer 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 The Fidelity and Casualty Company of New York duly affixed by its Vice-President and attested by its Assistant Secretary, this 28th day of October, 1960

The Fidelity and Casualty Company of New York

By: Carroll R. Young

Vice President

Carroll R. Young

ATTEST:

A. J. Miller

~~Assistant~~ *Secretary*

A. J. Miller

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

October 28, 1960

The Fidelity and Casualty Company of New York

FILED

1960 NOV 10 AM

A. J. Miller

~~Assistant~~ *Secretary*

A. J. Miller

Bond approved this 2nd day of November, 1960

George T. Cromwell, Clerk

9

REPORT OF SALE

LIBER 128 PAGE 332

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY - No. 14,016

DOCKET 19, FOLIO 146

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of Max Polt,

Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple property, approximately 2 5/8 acres of land

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

Capital-Gazette

a daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, Max Polt, did pursuant to said notice on Monday the 7th day of November, 1960 at 2:30 o'clock P. M. attend on the premises and then and there sold fee simple property, approximately 2 5/8 acres of land on Hammonds Lane at public auction, at and for the price of Ten Thousand ($10,000.00) Dollars, unto the First Progressive Building and Loan Association, Inc. That the Trustee attended the sale and conducted same in a diligent manner and that the price obtained was the highest price that he could get for the property. Copy of the advertisement is herewith attached.

Max Polt, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 8th day of November, 19 60 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

Max Polt, 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 NOV -9 AM 10:58

As witness my hand and Notarial Seal,

GLORIA J. EVANS, *Notary Public.*

10

Annapolis, Maryland
CHARLES C. HARTMAN, JR.
182 Duke of Gloucester Street
Annapolis, Maryland
TRUSTEES

O-2

Max Polt, Solicitor
110 E. Lexington St.
Baltimore 2, Md.

Trustee's Sale

OF DESIRABLE FEE SIMPLE BUILDING LOTS

APPROXIMATELY 2 5/8 ACRES OF LAND ON HAMMONDS LANE OFF RITCHIE HIGHWAY, PARTIALLY COMMERCIALLY ZONED IN THE 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, passed on the 5th day of October, 1960 in the case entitled First Progressive Building and Loan Association, Inc., Vs. Wilson J. Gould and Annabel Gould, his wife, Docket 19, Folio 146, (decree for sale of mortgaged premises the undersigned Trustee will sell at Public Auction on the premises,

MONDAY, NOVEMBER 7, 1960 At 2:30 O'Clock P.M.

All those lots of ground situate and lying in Anne Arundel County and described as follows:

Beginning for the first at the southwest corner of the intersection of Bon Air Road and Robinwood Road and running thence south 3 degrees 24 minutes west binding on the west side of Robinwood Road two hundred twenty (220) feet; thence north 86 degrees 18 minutes west one hundred seventy five (175) feet to an iron pipe there planted; thence north 85 degrees west five hundred and twenty (520) feet more or less (the last two mentioned lines being the northernmost boundary of Cedar Hill Avenue, as now laid out); thence north 5 degrees east fourteen and sixteen hundredths (14.16) feet to the southeast side of Hammonds Road; thence north 65 degrees 57 minutes east and binding on the southeast side of Hammonds Road, four hundred and nineteen and thirty-three hundreths (419.33) feet, more or less, to the intersection of Bon Air Road; thence south 85 degrees east and binding on the south side of Bon Air Road; one hundred fifty-three (153) feet to an iron pipe there planted; thence south 86 degrees 18 minutes east still binding on said south side of Bon Air Road one hundred seventy-one (171) feet to the point of beginning; the said tract of land containing two and five-eights (2 5/8) acres more or less.

Being the same tract of land which by deed dated March 5, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. number 149, folio 66, was granted and conveyed by The Brooklyn-Curtis Bay Land Company to John J. Lewis and Bertha M. Lewis, his wife, as tenants by the entireties, in fee simple.

Saving and expecting so much of the above described lot of ground which by Deed dated October 25, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 499, folio 539 was granted and conveyed by Bertha M. Lewis Somerville and husband to Frederick A. Gundling.

Beginning for the second at the corner formed by the intersection of the north side of Bon Air Road, with the southeast side of Hammonds Road, as shown on Plat No. 1, Arundel Gardens, recorded among the Land Records of Anne Arundel County in Plat Book No. 16, folio 4 (formerly filed in Plat Cabinet 2, Rod D-4, Plat No. 2a) and running thence binding on the north side of Bon Air Road, south 85 degrees east eighty-five (85) feet, and south 86 degrees and 18 minutes east one hundred and sixty-five (165) feet, more or less, to the west side of a thirty (30) foot parcel of land conveyed by Bertha M. Somerville and husband by deed dated November 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 977, folio 447 (being an extension northerly of the bed of Robinwood Road as shown on aforementioned Plat of Arundel Gardens); thence northeasterly and binding on the west side of said thirty (30) foot parcel of land, one hundred and forty (140) feet, more or less, to the intersection of Hammonds Road; thence binding on the southeast side of Hamonds Road two hundred and eighty-five (285) feet, more or less, to the place of beginning.

Being part of the tract of land which by deed dated October 11, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 42, folio 262, was granted and conveyed by The Brooklyn-Curtis Bay Land Company to John J. Lewis and Bertha M. Lewis, his wife, as tenants by the entireties, in fee simple.

The said John J. Lewis having departed this life on or about July 4, 1945, and the said Bertha M. Lewis, having since married William F. Somerville.

Being the same lot of ground which by deed dated November 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1172, folio 301, was granted and conveyed by Bertha M. Lewis Somerville and William F. Somerville, her husband, unto Wilson J. Gould, one of the Mortgagors herein.

In fee simple.

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

TERMS OF SALE—A cash deposit of $1500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser.

Auctioneer
LEE ZALIS,

n-3

MAX POLT,
Trustee.

ORDER NISI

LIBER 128 PAGE 334

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

WILSON J. GOULD and ANNABEL GOULD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,016 Equity

Ordered, this 9th day of November, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Max Polt, Trustee

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.

The report states that the amount of sale was $ 10,000.00

FILED 1960 NOV 9 AM 10:58

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

WILSON J. GOULD and ANNABEL GOULD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of December, 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 DEC 21 PM 3:24

Max Polt, Solicitor
110 E. Lexington St.
Baltimore 2, Md.

Trustee's Sale

OF DESIRABLE FEE SIMPLE BUILDING LOTS

APPROXIMATELY 2 5/8 ACRES OF LAND ON HAMMONDS LANE OFF RITCHIE HIGHWAY, PARTIALLY COMMERCIALLY ZONED IN THE 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, passed on the 5th day of October, 1960 in the case entitled First Progressive Building and Loan Association, Inc., Vs. Wilson J. Gould and Annabel Gould, his wife, Docket 19, Folio 146, (decree for sale of mortgaged premises the undersigned Trustee will sell at Public Auction on the premises,

MONDAY, NOVEMBER 7, 1960 At 2:30 O'Clock P.M.

All those lots of ground situate and lying in Anne Arundel County and described as follows:

Beginning for the first at the southwest corner of the intersection of Bon Air Road and Robinwood Road and running thence south 3 degrees 24 minutes west binding on the west side of Robinwood Road two hundred twenty (220) feet; thence north 86 degrees 18 minutes west one hundred seventy five (175) feet to an iron pipe there planted; thence north 85 degrees west five hundred and twenty (520) feet more or less (the last two mentioned lines being the northernmost boundary of Cedar Hill Avenue, as now laid out); thence north 5 degrees east fourteen and sixteen hundredths (14.16) feet to the southeast side of Hammonds Road; thence north 65 degrees 57 minutes east and binding on the southeast side of Hammonds Road, four hundred and nineteen and thirty-three hundredths (419.33) feet, more or less, to the intersection of Bon Air Road; thence south 85 degrees east and binding on the south side of Bon Air Road; one hundred fifty-three (153) feet to an iron pipe there planted; thence south 86 degrees 18 minutes east still binding on said south side of Bon Air Road one hundred seventy-one (171) feet to the point of beginning; the said tract of land containing two and five-eights (2 5/8) acres more or less.

Being the same tract of land which by deed dated March 5, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. number 149, folio 66, was granted and conveyed by The Brooklyn-Curtis Bay Land Company to John J. Lewis and Bertha M. Lewis, his wife, as tenants by the entireties, in fee simple.

Saving and expecting so much of the above described lot of ground which by Deed dated October 25, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 499, folio 539 was granted and conveyed by Bertha M. Lewis Somerville and husband to Frederick A. Gundling.

Beginning for the second at the corner formed by the intersection of the north side of Bon Air Road, with the southeast side of Hammonds Road, as shown on Plat No. 1, Arundel Gardens, recorded among the Land Records of Anne Arundel County in Plat Book No. 16, folio 4 (formerly filed in Plat Cabinet 2, Rod D-4, Plat No. 205) and running thence binding on the north side of Bon Air Road, south 85 degrees east eighty-five (85) feet, and south 86 degrees and 18 minutes east one hundred and sixty-five (165) feet, more or

No. M

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 335

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1960

We hereby certify, that the annexed

Trustee's Sale

Wilson J. Gould

(2 5/8 Acres on Hammonds Lane)

2:30 P.M.

was published in

14,016 - Equity

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 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960
NOV 10 PM 4:40

By H. Tilghman

less, to the west side of a thirty (30) foot parcel of land conveyed by Bertha M. Somerville and husband by deed dated November 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 977, folio 447 (being an extension northerly of the bed of Robinwood Road as shown on aforementioned Plat of Arundel Gardens); thence northeasterly and binding on the west side of said thirty (30) foot parcel of land, one hundred and forty (140) feet, more or less, to the intersection of Hammonds Road; thence binding on the southeast side of Hamonds Road two hundred and eighty-five (285) feet, more or less, to the place of beginning.

Being part of the tract of land which by deed dated October 11, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 42, folio 262, was granted and conveyed by The Brooklyn-Curtis Bay Land Company to John J. Lewis and Bertha M. Lewis, his wife, as tenants by the entireties, in fee simple.

The said John J. Lewis having departed this life on or about July 4, 1945, and the said Bertha M. Lewis, having since married William F. Somerville.

Being the same lot of ground which by deed dated November 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1172, folio 301, was granted and conveyed by Bertha M. Lewis Somerville and William F. Somerville, her husband, unto Wilson J. Gould, one of the Mortgagors herein.

In fee simple.

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

TERMS OF SALE—A cash deposit of $1500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser.

Auctioneer n-3

LEE ZALIS,

MAX POLT,
Trustee.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 337

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,016 Equity
FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

VERSUS

WILSON J. GOULD and ANNABEL GOULD, his wife

Ordered this 9th daey of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Max Polt, Trustee, 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.

The report states that the amount of sale was $10,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,016

Wilson J. Gould,

(#10,000.00)

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 December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 18113

FILED 1960 DEC 15 PM 1:24

By W. Tilghman

13

LIBER 128 PAGE 338

In the Case of

First Progressive Building and
Loan Association, Inc.
vs.
Wilson J. Gould
and
Annabel Gould, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,016 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. Dahlberg
Auditor.

January 4, 1961

FILED

1961 JAN -7 AM 10:28

Dr. First Progressive Building and Loan Association, Inc., vs. Wilson J. Gould and Annabel Gould, his wife in ac.

To Trustee for Fee, viz:	200 00		
To Trustee for Commissions, viz:	332 25	532	25
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 25		
Auditor - stating this account	13 50	52	75
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale	148 76		
Capital-Gazette Press - order nisi (sale)	15 00		
Capital-Gazette Press - order nisi (acct)	12 00		
Daily Record - advertising sale	27 38		
The Sun - advertising sale	62 80		
Sign - advertising sale	9 27		
Fidelity & Casualty Co. of N.Y.-bond premium	56 00		
Lee's Auction Rooms, Inc.-auctioneer's fee	310 00		
One-half Federal documentary stamps	5 50		
One-half State documentary stamps	11 00		
Gloria J. Evans - notary fees	1 50	659	21
To First Progressive Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	8,871 84	8,871	84
		10,116	05
Amount of mortgage claim filed	15,260 00		
Interest @ 6% on principal balance of $14,000.00 from 10/1/60 to 2/13/61 - 4 months 13 days	310 34		
	15,570 34		
Cr. Amount allowed above	8,871 84		
Balance subject to decree in personam	6,698 50		

with Max Polt, Trustee Cr.

1960							
Nov.	7	Proceeds of Sale		10,000	00		
		Interest on deferred payment of					
		$8,500.00 - 1 month 23 days		75	15	10,075	15
		Refund 1960 State and County taxes					
		($277.95) - 1 month 23 days		40	90	40	90
						10,116	05

LIBER 128 PAGE 341

ORDER NISI

First Progressive Building and Loan Association, Inc.

VERSUS

Wilson J. Gould

and

Annabel Gould, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,016 : Equity.

ORDERED, This 7th day of January, 1961, 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 13th 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 13th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15 day of February, 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 Duckett

FEB 15 PM 3

LIBER 128 PAGE 342

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. 14,016 Equity
FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED
VERSUS
WILSON J. GOULD and ANNABEL GOULD, his wife

Ordered, this 7th day of January, 1961, 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 13th 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 13th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,016

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 13th day of February, 1961. The first insertion being made the 12th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

No. M. G. 18983

FILED
1961 JAN 31 PM 2:21

18

PETITION FOR FORECLOSURE

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

VS.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

LIBER 128 PAGE 343

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

~~OF~~

IN EQUITY

~~BALTIMORE CITY~~

14013

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 9th **day of** December **A. D. 1959 the defendants executed and delivered to** First Progressive Building and Loan Association, Inc. **a mortgage upon certain** fee simple **property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $** 10,000.00 **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.**

WHEREAS, a default has occurred in the covenants and conditions of said mortgage, which is recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1357, folio 93.

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.

Max Polt

MAX POLT, *Attorney for Plaintiff*

FILED

1960 OCT -5 PM 1:45

BOOK 1357 PAGE 93 quity No 14013

LIBER 128 PAGE 344

This Mortgage, Made this ninth day of December

in the year one thousand nine hundred and fifty-nine between WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE,

of Anne Arundel County, in the State of Maryland, Mortgagors and the FIRST PROGRESSIVE BUILDING & LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagors being members of the said body corporate have received therefrom an advance of Ten Thousand ($10,000.00) Dollars on One Hundred (100) shares of stock, being the balance of the purchase money for the hereinafter described and mortgaged property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of Ten Thousand ($10,000.00) Dollars, the said Mortgagors, Wilson J. Gould and Annabel Gould, his wife,

do grant, assign and convey unto the said Mortgagee, First Progressive Building & Loan Association, Incorporated,

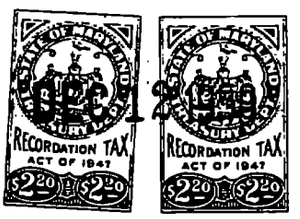
its successors and assigns, all those lots of ground situate in Anne Arundel County, State of Maryland, the improvements thereupon being known as No. 715 Creswell Road and Lots 44 to 51 and 61 to 65, Arundel Gardens, Block "T" and more particularly described as follows, that is to say:

Beginning for the first thereof and being all those lots of ground which are numbered and designated as Lots Nos. 44 and 45 in Block "T" in the subdivision of the property in Anne Arundel County known as "The Arundel Gardens" as shown on the Plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

BEGINNING FOR THE second thereof and being Lots Nos. 46, 47, 48, 49, 50, 51, and 61, 62 and 63 in Block "T" on the Plat of Arundel Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

BEGINNING FOR THE third thereof and being Lots Nos. 64 and 65 in Block "T" as shown and designated on the Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by John George Engelberger and Margaret V. Engelberger, his wife, unto Wilson J. Gould and Annabel Gould, his wife, the Mortgagors herein.



DEC 12 1959

RECORDATION TAX ACT OF 1947 $2.20 $2.20

RECORDATION TAX ACT OF 1947 $2.20 $2.20

FILED

1960 OCT -5 PM 1:45

2

TOGETHER with the rights and improvements thereto belonging, or appertaining and the rents, issues and profits thereof.

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

TO HAVE AND TO HOLD said lots of ground and premises unto said Mortgagee, its successors and assigns, forever, in fee simple.

[illegible]

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

If said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with said Mortgagee, its successors and assigns, that said mortgaged property is unencumbered save as herein set out; and to pay and perform as follows: To pay the Mortgagee, or its assigns, the weekly sum of Two Hundred ($200.00) Dollars as dues, at its every weekly meeting until the said sum advanced on said shares shall be fully paid. And to pay at the same time, as interest and premium in accordance with the By-Laws of said body corporate, the weekly sum of twelve cents on each of said shares of stock until one hundred dollars shall be repaid in weekly dues, when said weekly payments of interest and premiums shall be reduced twelve cents, in accordance with its By-Laws and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest and premium shall be reduced twelve cents in accordance with said By-Laws; and to pay to the Mortgagee, in equal weekly sums, all ground rents, water rents, public dues, taxes, assessments and charges for which the property hereby mortgaged may become liable when payable, and interest on prior mortgages, if any; and to pay all fines that may be imposed by the said Mortgagee in accordance with its By-Laws; not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagors to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mort-

gagee, may immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; and to keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in said insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor s hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied. All of which aforesaid and hereinbefore and hereinafter payments and covenants, shall continue in force until the Mortgage debt with interest shall be repaid in weekly payments.

And in case of any default in any one weekly payment of principal or interest or expense money or in case of any default in any of the covenants and conditions of this Mortgage or in case of default of any prior or subsequent Mortgages, if any there be, then the entire debt due plus interest to the date of the maturity of the Mortgage hereunder on said shares and Mortgage indebtedness shall become due and payable.

In the event of any default by the Mortgagors in making any of the payments required to be made by this Mortgage, or, of prior or subsequent Mortgages, if any, the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of the property hereby mortgaged, without regard to the adequacy or inadequacy of the property as security for the Mortgage debt, and in the event of any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Samuel J. Aaron, 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 Two Hundred ($200.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making the sale of said property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND it is agreed, that, until default be made in the premises, the said parties of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying in the meantime, all ground rent, if any, taxes, assessments, public dues, fines, charges, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, fines, charges and assessments, the said parties of the first part covenant to pay when legally payable.

That, as soon as this Mortgage becomes in default and is placed in the hands of an Attorney for collection, there shall become immediately due by the Mortgagors who hereby agree to pay to the said Attorney, a fee of thirty five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said Attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

This Mortgage with interest shall continue for a period of six months ~~years~~ only, and any balance due and owing plus interest at the end of six months ~~years~~ by the Mortgagors shall be payable to the Mortgagee on demand, and if not paid on demand then the Mortgagee shall have the right to foreclose this Mortgage under the consent to the passage of a decree for the sale of said property herein given.

And the said Mortgagors for themselves their heirs, executors, administrators and assigns, hereby covenants and agrees with the said Mortgagee, its successors and assigns, that in the event the said Mortgagors shall cease to own the property hereby mortgaged or to have the same estate as they now have in said property by either voluntary or involuntary alienation or in any other manner, then and in that event the whole sum of money due and owing under this Mortgage together with interest to the date of maturity shall immediately become due and payable and if not paid on demand, this Mortgage may be foreclosed under the consent to the passage of a decree for the sale of said property herein given.

IT IS PARTICULARLY COVENANTED AND AGREED that immediately upon the institution of any foreclosure proceedings, the attorney so instituting said proceedings shall forthwith be entitled to a counsel fee of Two Hundred ($200.00) Dollars.

IT IS FURTHER COVENANTED AND AGREED that if said Mortgage shall be released prior to maturity, either by the voluntary act of the parties hereto, or of necessity by the filing of a foreclosure petition the Mortgagee, its successors or assigns, shall be entitled to interest until the date of the maturity of the Mortgage. The Mortgagors shall not have the right to anticipate any payments of principal or interest.

WITNESS the hands and seals of said Mortgagors.

TEST:

Max Polt
MAX POLT

Wilson J. Gould (SEAL)
WILSON J. GOULD

Annabel Gould (SEAL)
ANNABEL GOULD

(SEAL)

(SEAL)

BOOK 1357 PAGE 96

LIBER 128 PAGE 347

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, That on this ninth day of December 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 the City aforesaid, personally appeared Wilson J. Gould and Annabel Gould his wife, the Mortgagors named in the foregoing Mortgage and they each acknowledged the foregoing Mortgage to be their act. At the same time also appeared Louis Bomstein, Vice-President of said First Progressive Building and Loan Association, 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.

WITNESS my hand and notarial seal.

Max Polt

MAX POLT, Notary Public

11 cc

Rec'd for record Dec 12, 1959 at 11:29 A.M.

Mailed to Max Polt

2738 (2) 7

SAMUEL J. AARON
Attorney at Law
110 E. LEXINGTON STREET
BALTIMORE 2, MD.

MORTGAGE

FROM

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

TO

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

BLOCK NO. 93

Received for Record ____ day of ____, 19__, at ____ o'clock ____ M. Same day recorded in Liber ____ No. ____ Folio ____ etc., one of the Land Records of ____ examined per ____ Clerk.

6/11 cc

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

LIBER 128 PAGE 348

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY
IN EQUITY

Docket 19 Folio 165

Equity No. 14,083

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 Max Polt

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,

(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.

Max Polt

MAX POLT, *Affiant.*

Subscribed and sworn to before me
this 30th day of September, 1960

Gloria J. Evans

GLORIA JEAN EVANS, *Notary Public.*

FILED
1960 OCT -5 PM 1:46

6

STATEMENT OF MORTGAG. CLAIM

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

~~JOEY~~

IN EQUITY

~~BALTIMORE CITY~~

Equity No. 14,013

LIBER 128 PAGE 349

STATEMENT OF MORTGAGE DEBT

Mortgage Dated September 9, 1959	-	$10,000.00
Interest to September 1, 1960	-	400.00
Late Notice in Mortgage	-	35.00
Balance Due on Mortgage		$10,435.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of September..... 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

.....Louis Bomstein, Vice-President of First Progressive Building and Loan Association, Inc.,.....

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

FILED

1960 OCT -5 PM 1:46

As witness my hand and Notarial Seal,

MAX POLT, *Notary Public.*

MAX POLT NOTARY PUBLIC BALTIMORE CITY MARYLAND

7

LIBER 128 PAGE 350

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

~~—OR—~~

IN EQUITY 4140

~~BALTIMORE CITY~~

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 5th day of October, in the year nineteen hundred and sixty, 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 Max Polt 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 Ten Thousand ($10,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of foreclosure proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives or 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.

(Approx. Value $10,000.00)

Benjamin Michaelson
Judge.

FILED

1960 OCT -6 PM 12:29

8

Trustee's Bond

LIBER 10 PAGE 417 LIBER 128 PAGE 351

KNOW ALL MEN BY THESE PRESENTS:

Equity No. 14,013

THAT WE Max Polt

110 E. Lexington Street - Baltimore 2, Maryland as principal,

and The Fidelity and Casualty Company of New York a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and no/100---------- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 28th day of October in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Max Polt 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 715 Creswell Road, 5th Election District Anne Arundel County, Maryland

mentioned in the proceedings in the case of First Progressive Building & Loan, Inc.

vs.

Wilson J. Gould & Annabel Gould, h/w

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Max Polt 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.

Lorne M. Dost

Signed, sealed and delivered in the presence of

Anne Lathroum

Anne Lathroum, as to surety

Max Polt (SEAL)

(SEAL)

The Fidelity and Casualty Company of New York (SEAL)

Robert S. Zetzer, Attorney-in-Fact (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the The Fidelity and Casualty Company of New York a corporation of the State of New York does hereby constitute and appoint Arthur F. Timmins and/or Robert A. Sheridan and/or Earl W. Ussery and/or Robert S. Zetzer 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 The Fidelity and Casualty Company of New York duly affixed by its Vice-President and attested by its Assistant Secretary, this 28th day of October, 1960.

The Fidelity and Casualty Company of New York

By: Carroll R. Young
Vice President

ATTEST: A. J. Miller
Assistant Secretary

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

October 28, 1960

The Fidelity and Casualty Company of New York

A. J. Miller
Assistant Secretary

Bond approved this 2nd day of November, 1960

George T. Cromwell, Clerk

REPORT OF SALE

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

WILSON J. GOULD AND ANNABEL GOULD, HIS WIFE

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY 6713

DOCKET 19, FOLIO 145

LIBER 128 PAGE 352

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of Max Polt, Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple property known as 715-717 Creswell Road, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Capital-Gazette, a daily newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, Max Polt did pursuant to said notice on Monday the 7th day of November, 1960 at 2:00 o'clock P. M. attend on the premises and then and there sold fee simple property 715-717 Creswell Road at public auction, at and for the price of Ten Thousand and Six Hundred ($10,600.00) Dollars unto Joseph L. Kenny and Lillian B. Kenny, his wife.

That the Trustee did attend the sale and conducted same in a diligent manner and that the price obtained was the highest possible price that he could get for the property. A copy of the advertisement is herewith attached.

Max Polt, Trustee

Max Polt, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 8th day of November, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

Max Polt, 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 NOV -9 AM 10:57

As witness my hand and Notarial Seal,

Gloria J. Evans

GLORIA J. EVANS, *Notary Public.*

16

16 E. Fayette St., Balto., 2, Md.
Plaza 2-8440 O-B

MAX POLT, Solicitor
110 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

OF DESIRABLE FEE SIMPLE DWELLING PROPERTY AND BUILDING LOTS

NO. 715 CRESWELL ROAD
5TH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY
MARYLAND
NEAR HAMMONDS LANE OFF
RITCHIE HIGHWAY

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed on the 5th day of October, 1960 in the case entitled First Progressive Building and Loan Association, Inc., Vs. Wilson J. Gould and Annabel Gould, his wife, Docket 19, Folio 145, (decree for sale of mortgaged premises), the undersigned Trustee will sell at Public Auction on the premises,

MONDAY, NOVEMBER 7, 1960 At 2:00 O'Clock P.M.

All those parcels of ground situate and lying in Anne Arundel County and described as follows:

Beginning for the first thereof and being all those lots of ground which are numbered and designated as Lots Nos. 44 and 45 in Block "T" in the subdivision of the property in Anne Arundel County known as "The Arundel Gardens" as shown on the Plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

Beginning for the second thereof and being Lots Nos. 46, 47, 48, 49, 50, 51, and 61, 62 and 63 in Block "T" on the Plat of Arundel Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

Beginning for the third thereof and being Lots Nos. 64 and 65 in Block "T" as shown and designated on the Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

In fee simple.

The improvements consist of a Frame Dwelling.

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

TERMS OF SALE—Cash deposit of $1000.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser.

MAX POLT
Trustee

LEE ZALIS
Auctioneer N-3

ORDER NISI

LIBER 128 PAGE 354

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

WILSON J. GOULD AND ANNABEL GOULD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,013 Equity

Ordered, this 9th day of November, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by Max Polt, Trustee

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.

The report states that the amount of sale was $ 10,600.00

FILED 1960 NOV. 9 AM 10:57

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

WILSON J. GOULD and ANNABEL GOULD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of December, 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.

O. Bruce Duckett JUDGE.

FILED

1960 DEC 21 PM 3:24

MAX POLT, Solicitor
110 E. Lexington Street
Baltimore 2, Maryle

Trustee's Sale

OF DESIRABLE FEE SIMPLE DWELLING PROPERTY AND BUILDING LOTS

NO. 715 CRESWELL ROAD
5TH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY
MARYLAND
NEAR HAMMONDS LANE OFF
RITCHIE HIGHWAY

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed on the 5th day of October, 1960 in the case entitled First Progressive Building and Loan Associaciation, Inc., Vs. Wilson J. Gould and Annabel Gould, his wife, Docket 19, Folio 145, (decree for sale of mortgaged premises), the undersigned Trustee will sell at Public Auction on the premises,

MONDAY, NOVEMBER 7, 1960
At 2:00 O'Clock P.M.

All those parcels of ground situate and lying in Anne Arundel County and described as follows:

Beginning for the first thereof and being all those lots of ground which are numbered and designated as Lots Nos. 44 and 45 in Block "T" in the subdivision of the property in Anne Arundel County known as "The Arundel Gardens" as shown on the Plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

Beginning for the second thereof and being Lots Nos. 46, 47, 48, 49, 50, 51, and 61, 62 and 63 in Block "T" on the Plat of Arundel Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

Beginning for the third thereof and being Lots Nos. 64 and 65 in Block "T" as shown and designated on the Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 4, Folio 348.

In fee simple.

The improvements consist of a Frame Dwelling.

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

TERMS OF SALE—Cash deposit of $1000.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale; the property transfer tax imposed by Anne Arundel County to be borne by the purchaser.

MAX POLT
Trustee

LEE ZALIS
Auctioneer

N-3

No. 12

OFFICI)F

Maryland Gazette

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

LIBER 128 PAGE 355

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1960

We hereby certify, that the annexed Trustee's Sale Wilson J. Gould, (715 Creswell Road) near Hammonds Lane "2:00"

was published in 14, ~~026~~ 013

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 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV 10 PM 4:

By H. Tilghman

Additional
Trustee's Bond

LIBER 10 PAGE 425

No. 14,013 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 128 PAGE 356

THAT WE MAX POLT

110 E. Lexington Street - Baltimore 2, Maryland as principal, and The Fidelity and Casualty Company a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Hundred and no/100---------- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 10th day of November in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Max Polt 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 715 Creswell Road, 5th Election District Anne Arundel County, Maryland mentioned in the proceedings in the case of First Progressive Building & Loan Asso., Inc.

vs.

Wilson J. Gould and Annabel Gould, h/w

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Max Polt 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

Louise M. Doat

Signed, sealed and delivered in the presence of

Anne Lathroum

Max Polt (SEAL)

(SEAL)

The Fidelity and Casualty Company of New York (SEAL)

(SEAL)

Anne Lathroum, as to surety

Robert S. Zetzer, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the The Fidelity and Casualty Company of New York a corporation of the State of New York does hereby constitute and appoint Arthur F. Timmins and/or Thomas J. Gaffney and/or Earl W. Ussery and/or Robert S. Zetzer 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 Co. 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 The Fidelity and Casualty Company of New York duly affixed by its Vice-President and attested by its ~~Assistant~~ Secretary, this 10th day of November, 19~~5~~60

The Fidelity and Casualty Company of New York

By: Carroll R. Young *Vice President*

ATTEST: A. J. Miller ~~Assistant~~ *Secretary*

A. J. Miller

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

November 10, 1960

The Fidelity and Casualty Company of New York

A. J. Miller ~~Assistant~~ *Secretary*

FILED

1960 NOV 12 AM 9:47

Bond approved this 12 day of November 1960

George T. Cumming

Clerk

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 357

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,013 Equity
FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

WILSON J. GOULD and ANNABEL GOULD, his wife

Ordered, this 9th day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Max Polt, Trustee 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.

The report states that the amount of sale was $10,600.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq 14,013
Wilson J. Gould
($10,600.00)

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 December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1812

FILED
1960 DEC 15 PM 1:24

14

In the Case of

First Progressive Building and Loan Association, Inc.

vs.

Wilson J. Gould

and

Annabel Gould, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,013 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 H. Jinkling
Auditor.

January 4, 1961

FILED

1961 JAN -7 AM 10:30

Dr. First Progressive Building and Loan Association, Inc. vs. Wilson in ac.
J. Gould and Annabel Gould, his wife

To Trustee for Fee, viz:	200	00		
To Trustee for Commissions, viz:	350	50	550	50
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	75		
Auditor - stating this account	13	50	57	25
To Trustee 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		
The Sun - advertising sale	40	30		
Daily Record - advertising sale	19	24		
Fidelity & Casualty Co. of N.Y.-bond premium	42	40		
Lee's Auction Rooms, Inc.-auctioneer's fee	325	00		
One-half Federal documentary stamps	5	77		
One-half State documentary stamps	11	55		
Gloria J. Evans - notary fee		50	545	28
To Trustee for Taxes, viz: 1960 State and County taxes ($189.21) - 10 months 7 days	161	41	161	41
To First Progressive Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	9,368	76	9,368	76
			10,683	20
Amount of mortgage claim filed	10,435	00		
Interest @ 6% on principal balance of $10,000.00 from 9/1/60 to 2/13/61 - 5 months 13 days	271	67		
	10,706	67		
Cr. Amount allowed anove	9,368	76		
Balance subject to decree in personam	1,337	91		

with

Max Polt, Trustee

Cr.

1960						
Nov.	7	Proceeds of Sale	10,600	00		
		Interest on deferred payment of				
		$9,600.00 - 1 month 22 days	83	20	10,683	20
					10,683	20

LIBER 128 PAGE 361

ORDER NISI

First Progressive Building and Loan Association, Inc.

VERSUS

Wilson J. Gould

and

Annabel Gould, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,013 Equity.

ORDERED, This 7th day of January, 19 61, 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 13th 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 13th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of February, 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 FEB 15 PM 3

D. Brice Duckett

OFF) OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 362

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,013 Equity
FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INC.
VERSUS
WILSON GOULD and ANNABEL GOULD, his wife ..

Ordered this 7th day of January, 1961, 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 13th 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 18th day of February next.

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

J-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,013
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 13th day of February, 1961. The first insertion being made the 12th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

No. M. G. 18484

FILED
JAN 31 PM 2:22

19

MARVIN I. ANDERSON Attorney Named in Mortgage	*	NO. 13,886 EQUITY
Plaintiff	*	IN THE
v.	*	CIRCUIT COURT
DANIEL F. LANE and KATHERINE L. LANE, his wife	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

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

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket the above case, file the original mortgage and statement of mortgage claim, non-military affidavit and enter my appearance for the plaintiff.

Marvin H. Anderson

Marvin H. Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035

Attorney for Plaintiff

FILED

1960 JUL 22 AM 9:42

LIBER 128 PAGE 363

COUNTY FORM.

LIBER 937 PAGE 572

13.886 Equity

LIBER 128 PAGE 364

PURCHASE MONEY .

This Mortgage, Made this 16th day of June, in the year one thousand, nine hundred and fifty-five, between DANIEL F. LANE and KATHERINE L. LANE, his wife, of Washington in the District of Columbia

~~or~~ _____, ~~from the State of Maryland~~, Mortgagor s , and WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being member s of said body corporate, ha ve received therefrom an advance in the sum of Five thousand ($5,000.00) - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment of Sixty-five ($65.00) - - - - - - - - - - - - - - - - Dollars, on or before the first day of each and every month from the date hereof, commencing on the ~~first~~ 18th day of July, 1955 ~~19xx~~, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Daniel F. Lane and Katherine L. Lane, his wife,

do hereby grant and convey unto the said WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, its successors and assigns in fee simple. All that lot, piece or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, being known and designated as Lot Number Thirty-nine (39) of Section "M" of Beverley Beach, said lot having a frontage on Maryland Avenue of 43.2 feet with an irregular depth, all as shown on the plat of Beverley Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 1 folio 52, then filed in Cabinet No. 1 Rod R, folio 8, now filed in Book No. 6 folio 10.

BEING the same property which was conveyed to the said Daniel F. Lane and Katherine L. Lane, his wife, by Edward Humm and Lula T. Humm, his wife, et al by deed dated June 16, 1955, and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage. Subject, however, to the conditions and restrictions referred to in said deed.

FILED

1960 JUL 22 AM 9:43

FUTURE ADVANCES: The parties hereto agree that this mortgage may secure future advances to be made at the mortgagee's option as provided by Article 66 Section 2 of the Annotated Code of Maryland 1947 Supplement.

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

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

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

And the said Mortgagor s, for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for MARVIN I. ANDERSON, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s , their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

Witness:

Myrtle Sturm

Myrtle Sturm

Daniel F. Lane (SEAL)

Daniel F. Lane

Katherine L. Lane (SEAL)

Katherine L. Lane

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: LIBER 937 PAGE 575

I HEREBY CERTIFY that on this 18 day of June , 19 55 , before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Daniel F. Lane and Katherine L. Lane, his wife, - the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their - - - act. At the same time also appeared Marvin I. Anderson, Attorney and Agent , ~~President~~ of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth; and also, as such Attorney and Agent for said corporation was duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Myrtle Sturm
Myrtle Sturm Notary Public.

Recorded- 20th June, 1955, at 1 P.M.

P. M.

MORTGAGE

FROM

DANIEL F. LANE

KATHERINE L. LANE, his wife,

TO

WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED

Received for Record 20 June, 1955

at 1 o'clock P. M. Same day recorded

in Liber AHK No. 937 Folio 573,

etc., one of the Land Records of A-A

County, and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $ 6.75

MARVIN I. ANDERSON
Attorney-at-Law
ANNAPOLIS, MD.

MARVIN I. ANDERSON Attorney Named in Mortgage	*	NO. 13.886 EQUITY
Plaintiff	*	IN THE
v.	*	CIRCUIT COURT
DANIEL F. LANE and KATHERINE L. LANE, his wife	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

LIBER 1428 PAGE 363

STATEMENT OF MORTGAGE CLAIM

STATEMENT of mortgage claim of WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, mortgagee, under mortgage from Daniel F. Lane and Katherine L. Lane, his wife, to Wellham Building and Loan Association, Incorporated, dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 572:

Amount of mortgage dated June 16, 1955		$5000.00
Less amount paid on principal		590.18
	Balance	$4409.82
Interest to September 18, 1960		264.59
1960 State and County Taxes		128.91
Balance as of September 18, 1960		$4803.32

WELLHAM BUILDING AND LOAN
ASSOCIATION, INCORPORATED

by Emory L. Cromwell
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of July in the year nineteen hundred sixty, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Emory L. Cromwell, President of the Wellham Building and Loan Association, Incorporated, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the foregoing cause now remaining due

FILED
1960 JUL 22 AM 9:43

6

and unpaid.

LIBER 128 PAGE 369

AS WITNESS my hand and seal notarial.

John R Richards
Notary Public

Marvin I. Anderson
Attorney Named Mortgagee
Plaintiff

v.

Daniel F. Lane and
Katherine L. Lane, his wife
Defendants

No. 86 Equity
In the
Circuit Court
for
Anne Arundel County

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of July, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Emory L. Cromwell, President of the Wellham Building and Loan Association, Incorporated, a body corporate,

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

Daniel F. Lane and Katherine L. Lane, his wife, are both civilians living and working in Washington, District of Columbia,

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 13th day of July, 1960.

JOHN R. RICHARDS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Notarial Seal

John R Richards Notary Public

My Commission will expire on:
5/1/61

Filed,

FILED
1960 JUL 22 AM 9:43

8

LIBER 10 PAGE 316

MARVIN I. ANDERSON Attorney Named in Mortgage Plaintiff vs. DANIEL F. LANE and KATHERINE L. LANE, his wife Defendants	:	NO. 13,886 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: :

LIBER 128 PAGE 371

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand ($5,000.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 25th day of July in the year nineteen hundred sixty.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Daniel F. Lane and Katherine L. Lane, his wife, to the Wellham Building and Loan Association, Incorporated, dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 572, and,

WHEREAS, default having been made in the payment of the said mortgage debt, interest and expenses, the said Marvin I. Anderson, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson 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.

Bond approved this 22 day of July, 19__

[signature], Clerk

FILED
1960 JUL 26 AM 9:41

9

IN TESTIMONY WHEREOF, the above bounden Marvin I. Anderson has set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first above written.

Signed, sealed, and
delivered in the presence
of

Myrtle Stuckman

Marvin I. Anderson (SEAL)
Marvin I. Anderson

NATIONAL SURETY CORPORATION

BY: Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

ANDERSON & ANDERSO
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED PROPERTY

ON EAST SIDE OF MARYLAND AVENUE, BEVERLEY BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from DANIEL F. LANE and KATHERINE L. LANE, his wife, dated June 16, 1955, to WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 572, default having occurred in the payment of said mortgage, the undersigned Attorney will sell at public auction to the highest bidder at the Court House door, Church Circle, Annapolis, Maryland, on

Tues., August 23, 1960 at 11:00 o'clock A. M.

All that lot of ground and the improvements thereon situate in the First Election District of Anne Arundel County, Maryland, on the east side of Maryland Avenue at Beverley Beach, being known and designated as Lot. No. 39 of Section "M" of Beverley Beach, said lot having a frontage on the east side of Maryland Avenue of 43.2 feet with an irregular depth therefrom, all as shown on the Plat of Beverley Beach, which plat is now recorded among the Plat Records of Anne Arundel County in Plat Book No. 6, folio 10.

Being all of the same property which was conveyed from Edward Humm and wife and others to the said Daniel F. Lane and wife by deed dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 568.

Subject, nevertheless, to the conditions and restrictions set forth in a deed from the Beverley Beach Development Company to Mary C. Humm dated April 21, 1930, and recorded among the aforesaid Land Records in Liber F.S.R. No. 70, folio 470.

Improved by a one-story frame weatherboard house with two bedrooms, living room with brick fire-place, kitchen with gas for cooking and hot water, bath with shower, front and back screened porches extending width of house, interior plywood finishing, and shingle roof, with septic tank.

Terms of Sale: One thousand ($1,000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

MARVIN I. ANDERSON
Attorney Named in Mortgage
GEORGE W. SCIBLE
Auctioneer

A-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 372

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1960

We hereby certify, that the annexed

Attorney's Sale

Daniel F. Lane

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 23rd day of August, 1960. The first insertion being made the 28th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 AUG 18 PM By Maurice Tator

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

LIBER 128 PAGE 373

ATTORNEY'S SALE

OF VALUABLE IMPROVED PROPERTY ON EAST SIDE OF MARYLAND AVENUE, BEVERLEY BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Daniel F. Lane and Katherine L. Lane, his wife, dated June 16, 1955, to Wellham Building and Loan Association, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 572, default having occurred in the payment of said mortgage, the undersigned Attorney will sell at public auction to the highest bidder at the Court House door, Church Circle, Annapolis, Maryland, on

TUESDAY, AUGUST 23, 1960

AT 11:00 O'CLOCK A. M.

128 374

All that lot of ground and the improvements thereon situate in the First Election District of Anne Arundel County, Maryland, on the east side of Maryland Avenue, at Beverley Beach, being known and designated as Lot No. 39 of Section "M" of Beverley Beach, said lot having a frontage on the east side of Maryland Avenue of 43.2 feet with an irregular depth therefrom, all as shown on the Plat of Beverley Beach, which plat is now recorded among the Plat Records of Anne Arundel County in Plat Book No. 6, folio 10.

Being all of the same property which was conveyed from Edward Humm and wife and others to the said Daniel F. Lane and wife by deed dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 937, folio 568. Subject, nevertheless, to the conditions and restrictions set forth in a deed from the Beverley Beach Development Company to Mary C. Humm dated April 21, 1930 and recorded among the aforesaid Land Records in Liber F. S. R. No. 70, folio 470.

Improved by a one-story frame weatherboard house with two bedrooms, living room with brick fire-place, kitchen with gas for cooking and hot water, bath with shower, front and back screened porches extending width of house, interior plywood finishing, and shingle roof, with septic tank.

TERMS OF SALE: One thousand ($1000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

FILED

1960 AUG 23 PM 1:29

GEORGE W. SCIBLE
Auctioneer

MARVIN I. ANDERSON
Attorney Named in Mortgage

LIBER 128 PAGE 375

~~We~~ I

This is to certify that I have this day purchased at public auction from Marvin I. Anderson, Attorney named in the mortgage, the property herein described at and for the sum of sixty six hundred fifty dollars, and we hereby agree to comply with the terms of sale.

our

Witness my hand and seal this 23rd day of August, 1960.

Witness:

Marvin I. Anderson

Robert M. Bradshaw (SEAL)

_____ (SEAL)

This is to certify that I have this day sold at public auction for Marvin I. Anderson, Attorney named in the mortgage, the property herein described to Robert M. Bradshaw at and for the price of sixty six hundred fifty dollars, they he she being the highest bidders therefor.

Witness my hand and seal this 23rd day of August, 1960.

Witness:

Marvin I. Anderson

_____ (SEAL)
Auctioneer

Exhibit "A"

FILED

1960 AUG 23 PM 1:29

MARVIN I. ANDERSON
Attorney Named In Mortgage

Plaintiff

vs.

DANIEL F. LANE and
KATHERINE L. LANE, his wife

Defendants

NO. 13,886 EQUITY

IN

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

LIBER 128 PAGE 270

ATTORNEY'S REPORT OF SALE

The Report of Sale of Marvin I. Anderson, the Attorney named in the mortgage, respectfully shows:

That after giving bond for the faithful discharge of his duties under the powers of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for four successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by hand bills posted upon the premises and also posted throughout Anne Arundel County, he did pursuant to said notice, attend at the Court House door, Church Circle, Annapolis, Maryland, on Tuesday, August 23, 1960 at 11 o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot of ground situate in the First Election District of Anne Arundel County, Maryland, on the east side of Maryland Avenue at Beverley Beach, being known and designated as Lot No. 39 of Section "M" of Beverley Beach, said lot having a frontage on the east side of Maryland Avenue of 43.2 feet with an irregular depth therefrom, all as shown on the Plat of Beverley Beach, which plat is now recorded among the Plat Records of Anne Arundel County in Plat Book No. 6, folio 10.

Being all of the same property which was conveyed from Edward Humm and wife and others to the said Daniel F. Lane and

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1960 AUG 23 PM 1:29

14

wife by deed dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 568.

Subject, nevertheless, to the conditions and restrictions set forth in a deed from the Beverley Beach Development Company to Mary C. Humm dated April 21, 1930, and recorded among the aforesaid Land Records in Liber F.S.R. No. 70, folio 470

Together with the improvements thereon; improved by a one-story frame weatherboard house with two bedrooms, living room with brick fire-place, kitchen with gas for cooking and hot water, bath with shower, front and back screened porches extending width of house, interior plywood finishing, and shingle roof, with septic tank, to Robert M. Bradshaw for the sum of Six thousand six hundred fifty ($6,650.00) dollars (he) ~~(she) (they)~~ being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement, and Auctioneer's certificate is filed herewith, marked "Exhibit 'A'".

Marvin I. Anderson
Attorney Named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 23 day of ~~July~~ August, in the year nineteen hundred sixty, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the county aforesaid personally appeared Marvin I. Anderson, the Attorney named in the aforesaid mortgage and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

Notary Public

15

ORDER NISI

LIBER 128 PAGE 378

Marvin I. Anderson
Attorney Named in Mortgage

versus

Daniel F. Lane and
Katherine L. Lane, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,886 Equity

Ordered, this 23rd. day of August, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney Named in Mortgage

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 $6,650.00

George T. Cromwell Clerk.

True Copy,

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1960 AUG 23 PM 1:29

TEST: _____ Clerk.

(Final Order)

Marvin I. Anderson
Attorney Named in Mortgage

versus

Daniel F. Lane and
Katherine L. Lane, 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 S. Evans
JUDGE.

FILED
1960 OCT -6 PM 2:18

16

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 379

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,886 Equity
MARVIN I. ANDERSON
Attorney Named in Mortgage
versus
DANIEL F. LANE and KATHERINE L. LANE, his wife

Ordered, this 23rd day of August 1960, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney Named in Mortgage 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 $6,650.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed Order Nisi Sale Eq 13,886 Daniel F. Lane

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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. 16657 1960 OCT -5 PM 1:59 By [illegible]

17

MARVIN I. ANDERSON LIBER 10 PAGE 461 Attorney Named in Mortgage	:	NO. 13,886 EQUITY
Plaintiff	:	IN
vs.	:	THE CIRCUIT COURT
DANIEL F. LANE and KATHERINE L. LANE, his wife	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

LIBER 1283 PAGE 350

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Hundred and fifty ($1650.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this twentieth day of December in the year Nineteen hundred and Sixty.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Daniel F. Lane and Katherine L. Lane, his wife, to the Wellham Building and Loan Association, Incorporated, dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 572, and,

WHEREAS, default having been made in the payment of the said mortgage debt, interest and expenses, the said Marvin I. Anderson, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson 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

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1960 DEC 21 AM 10:53

18

LIBER 10 PAGE 462

void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Marvin I. Anderson has set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first above written.

Signed, sealed, and delivered in the presence of

Marvin I. Anderson (SEAL)

Marvin I. Anderson

NATIONAL SURETY CORPORATION

BY: Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

Bond approved this 21 day of December, 1960

George T. Cromwell, Clerk

LIBER 128 PAGE 381

19

LIBER 128 PAGE 382

In the Case of

Marvin I. Anderson,
Attorney named in Mortgage
vs.
Daniel F. Lane
and
Katherine L. Lane, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,886 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. Eichling
Auditor.

January 3, 1961

FILED

1961 JAN -5 AM 10:52

Dr. Marvin I. Anderson, Attorney named in Mortgage vs. Daniel F. Lane in ac.
and Katherine L. Lane, his wife

To Attorney for Fee, viz:		50 00		
To Attorney for Commissions, viz:		232 58	282	58
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10 00		
Clerk of Court - Court costs		31 50		
Auditor - stating this account		13 50	55	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		80 52		
Capital-Gazette Press - order nisi (sale)		15 00		
Capital-Gazette Press - order nisi (acct)		12 00		
Whitmore Printing etc Co. - handbills		18 03		
National Surety Corp. - bond premiums		26 60		
George W. Scible - auctioneer's fee		35 00		
One-half Federal documentary stamps		3 85		
One-half State documentary stamps		7 70		
Myrtle Sturm - notary fee		50	199	20
To Wellham Building & Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:				
Amount of claim filed	$4,803.32			
Interest @ 6% on principal balance of $4,409.82 from 9/18/60 to 2/6/61 - 4 months 19 days	102.17	4,905 49	4,905	49
To Daniel F. Lane and Katherine L. Lane, his wife, mortgagees - this balance		1,355 57	1,355	57
			6,797	84

with Marvin I. Anderson, Attorney named in Mortgage Cr.

1960							
Aug.	23	Proceeds of Sale		6,650	00		
		Interest on deferred payment of					
		$5,500.00 - 3 months 19 days		102	64	6,752	64
		Refund 1960 State and County taxes-					
		4 months 7 days		45	20	45	20
						6,797	84

ORDER NISI LIBER 128 PAGE 385

Marvin I. Anderson,
Attorney named in Mortgage

VERSUS

Daniel F. Lane
and
Katherine L. Lane, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,886 Equity.

ORDERED, This 5th day of January, 19 61, 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 13th 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 13th day of February next.

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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 FEB 15 AM 9:47

Matthew L. Evans

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 386

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,886 Equity
MARVIN I. ANDERSON
Attorney Named in Mortgage
VERSUS
DANIEL F. LANE and
KATHERINE L. LANE, his wife

Ordered, this 5th day of January, 1961, 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 13th 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 13th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-26

1961 FEB -7 PM 9:45

FILED

No. M.G. 18975

24

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed Order Nisi Eq 13,886 Auditor Account.

Daniel F. Lane

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of February, 1961. The first insertion being made the 12th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 128 PAGE 387

ELEANOR LAWSON, Widow of SAMUEL LAWSON, deceased Cape St. Claire, Annapolis R. F. D., Maryland.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,870
vs	:	
WILLIAM D. BAUMANN and JEAN ELIZABETH BAUMANN, his wife Cape St. Claire, Annapolis R. F. D., Maryland.	:	

.. ..

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the Seller's copy of Contract of Sale, which is marked "Plaintiff's Exhibit A", in the foreclosure suit.

Eleanor Lawson
Eleanor Lawson

William J. Boehm,
Attorney named in Contract

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1960 JUL 11 PM 3:53

LIBER 128 PAGE 388

Equity No. 13,870.

CONTRACT OF SALE

THIS CONTRACT OF SALE, made this 1st day of August, 1959, by and between SAMUEL LAWSON and ELEANOR LAWSON, his wife, parties of the first part and Sellers, and WILLIAM D. BAUMANN and JEAN ELIZABETH BAUMANN, his wife, parties of the second part and Buyers, all parties of the County of Anne Arundel, State of Maryland.

WHEREAS, the said Buyers are indebted unto the said Sellers in the full and just sum of Seven Thousand ($7,000.00) Dollars, which sum represents monies advanced for the purchase of necessary groceries, supplies, stock and merchandise which were placed on the premises known as Lawson's Store, and

WHEREAS, the parties of the first part are the owners of a parcel of ground upon which is situated thereon a grocery store and tavern situated and being at Cape St. Claire, Third Election District of Anne Arundel County, Maryland; said property being described as Lots Numbers 22, 23 and 24 Cape St. Claire Commercial Center, and

WHEREAS, the parties of the first part have maintained on said premises the said grocery store and tavern, completely furnished with all the necessary fixtures and accessories for the operation of said grocery store and tavern, and

WHEREAS, the said parties of the second part have been operating the said grocery store and tavern since May 23, 1958, and

WHEREAS, the said parties of the second part have agreed to purchase the business and to operate same upon the hereinafter recited terms and have entered into these presents to confirm same.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1960 JUL 11 PM 3:53

"Plaintiff's Exhibit "A"

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH, that for and in consideration of the sum of Sixty Five Thousand ($65,000.00) Dollars, the said parties of the first part have bargained and sold and by these presents do confirm unto the parties of the second part, all that property, situate at Cape St. Claire, as hereinbefore described, including all real estate, personal property, fixtures, groceries, stock and all other assets of the business, upon the following covenants:

1. That the parties of the second part will pay unto the parties of the first part, the sum of Sixty Five Thousand ($65,000.00) Dollars, for the entire property, including all the real estate, personal property, fixture, groceries, stock and all other assets of the business. That the said parties of the second part will pay the monthly sum of Five Hundred ($500.00) Dollars per month on account of said purchase price; first crediting unpaid accumulated interest and the balance to be applied to the principal balance of the Contract of Sale.

2. That all insurances, taxes and licenses will be paid by the Buyers and that the Sellers will transfer said licenses to the Buyers, in their names, as soon as possible, after the execution of these presents. A copy of all insurance policies will be mailed to the Sellers.

3. That the Buyers shall have the right and privilege of discontinuing the grocery business and disposing of the inventory, stock and fixtures, with the understanding and provision that said sums realized from said sales to be reinvested into the property for the purpose of enlarging the bar-dance hall.

4. That the Buyers, William D. Baumann and Jean Elizabeth Baumann, his wife, will, in the event that they default upon the terms and conditions of this Contract of Sale, or permit insurance to lapse, assign, all licenses and permits back to the Sellers, Samuel Lawson and Eleanor Lawson, his wife,

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

their heirs or assigns, and herein expressly irrevokably authorize and appoint William J. Boehm, to sign as Trustee, on and for their behalf, said licenses and permits unto the Sellers, their heirs and assigns.

It is agreed and understood between the parties hereto that the Buyers shall have the right and privilege to repair and renovate the building, both to the exterior and interior of same, including any and all alterations thereto.

It is further agreed and understood between the parties hereto that the said Buyers shall pay all the installments of interest, taxes and insurances aforesaid, when each of them shall respectively be due and payable and shall perform each and all of the covenants herein on their part to be performed and that in the event the said Buyers default under the terms, conditions and covenants aforesaid, then the said Sellers shall have the right and privilege to immediately take possession of the premises and occupy same. And that further the Buyers hereby assent to the passage of a decree for sale of the property herein described; however, such sale to take place only after a default in any of the conditions or covenants of this Agreement; and that said Buyers hereby authorize the said Sellers, their personal representative or assigns, or William J. Boehm, their duly authorized attorney or agent, his personal representative or assigns, after any default in the conditions or covenants of this Agfeement, to sell the hereindescribed property. And, upon such sale, the proceeds of such sale shall be applied as follows: first, to the repayment of all expenses incident to said sale, including a fee of $500.00 and a commission to the party making sale of said property, equal to the commission allowed the Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Marylan d; second, payment of all claims of said Sellers, their executors, administrators or assigns whether the same shall have matured or not; third, and the surplus, if any there be, shall be paid to the said Buyers, their personal representatives or assigns.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

And that the Buyers do hereby covenant and agree that they shall be liable for all expenses incident to advertisement or notice of sale, all court costs and all expenses incident to the foreclosure of their rights under this Contract of Sale, as well as to the payment of any commission on the total amount of indebtedness, principal and interest, equal to 1/2 of the percentage allowed as commission to trustees making sale under the orders or decrees of a Court having jurisdiction in the State of Maryland, and further that said Sellers, or their personal representatives or assigns or William J. Boehm, shall not be required to receive the principal and interest only of the said indebtedness in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission. That said sale may be proceeded with, unless prior to the day appointed therefor, tender be made of said principal, costs, expenses and commission aforesaid.

It is further agreed and understood between the parties hereto that when the aforesaid balance of Sixty Five Thousand ($65,000.00) Dollars is reduced to sufficient equity, that the Buyers shall have said property refinanced by a mortgage loan from a lending institution and the parties of the first part herein will execute a good and marketable deed to the Buyers, at the Buyers' expense, conveying the aforesaid property to said Buyers.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Wm J Boehm

Wm J Boehm

Wm J Boehm

Wm J Boehm

Samuel Lawson (SEAL)
Samuel Lawson

Eleanor Lawson (SEAL)
Eleanor Lawson

William D. Baumann (SEAL)
William D. Baumann

Jean Elizabeth Baumann (SEAL)
Jean Elizabeth Baumann

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel Lawson and Eleanor Lawson, his wife, the within parties of the first part and William D. Baumann and Jean Elizabeth Baymann, his wife, the within parties of the second part and they acknowledged the aforegoing Contract of Sale to be their act and contract.

AS WITNESS my hand and Notarial Seal.

Notary Public

WE, the undersigned, Buyers, William D. Baumann and Jean Elizabeth Baumann, his wife, acknowledged receipt of a copy of the aforegoing Contract of Sale, this 1st day of August, 1959.

William D. Baumann
William D. Baumann

Jean Elizabeth Baumann
Jean Elizabeth Baumann

A D D E N D U M

This Contract of sale is contingent upon the Board of Liquor Licenses granting a transfer of the present licenses from Samuel Lawson and wife to William D. Baumann and wife. In the event this transfer is not made, the entire Agreement is void, at the election of the Buyers.

Samuel Lawson
Eleanor M. Lawson
William D. Baumann
Jean Elizabeth Baumann

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

6

ELEANOR LAWSON, Widow of Samuel Lawson, Deceased	:	IN THE
vs	:	CIRCUIT COURT
WILLIAM D. BAUMANN and JEAN ELIZABETH BAUMANN, his wife	:	FOR ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,870
	:	

.. ..

ATTORNEY'S SALE

of

VALUABLE FEE SIMPLE IMPROVED COMMERCIAL PROPERTY, CONSISTING OF GROCERY STORE AND TAVERN KNOWN AS LOTS NOS. 22, 23 AND 24, CAPE ST. CLAIRE, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a Contract of Sale, by and between Eleanor Lawson and Samuel Lawson, her husband and William D. Baumann and Jean Elizabeth Baumann, his wife, dated August 1, 1959, and default having occurred thereunder, the undersigned Attorney will sell at public auction, on the premises, on

FRIDAY, AUGUST 5th, 1960

at 1:00 P.M.

the following described property:

Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire, entitled "Commercial Centre" dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

Being the same property which by deed dated July 8, 1958, was granted and conveyed by William J. Boehm, Attorney named in a mortgage, to Samuel H. Lawson and Eleanor M. Lawson, his wife, the said Samuel H. Lawson having since departed this life, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1220 folio 192.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1960 JUL 11 PM 3:54

LIBER 128 PAGE 333

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

ROBERT H. CAMPBELL,
Auctioneer

Colonial - 3-5808

WILLIAM J. BOEHM,
Attorney named in
Contract of Sale

Colonial 7-7310

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

8

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 128 PAGE 395

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 8th day of July ,
19 60 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Eleanor Lawson, Widow of Samuel Lawson, deceased,

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.)
William D. Baumann and Jean Elizabeth Baumann, his wife, were operating the business mentioned in the foreclosure proceedings

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 8th day of July , 19 60.

Notarial Seal

Dorothy Roberts Shipley
Notary Public

My Commission will expire on: May 1, 1961

Filed,

FILED
1960 JUL 11 PM 3:54

9

LIBER 1278 PAGE 308

ELEANOR LAWSON, Widow of SAMUEL LAWSON, Deceased : IN THE

: CIRCUIT COURT

vs

: FOR

WILLIAM D. BAUMANN and JEAN ELIZABETH BAUMANN, his wife : ANNE ARUNDEL COUNTY

: EQUITY NO. 13,870

:

.. ..

STATEMENT OF CLAIM

Original Amount of Contract of Sale: ---------- $65,000.00

Amount due under Contract of Sale ----------	$63,374.47	
Interest to July 1, 1960 ---	633.74	
	$64,008.21	
Unpaid Insurance premium	1,058.80	
	$65,067.01	

Amount last paid- $175.00 on account of May 1960 payment.

Eleanor Lawson
Eleanor Lawson, Widow

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of July, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eleanor Lawson, Widow, and she made oath in due form of law that the matters and facts as set forth in the aforegoing Statement of Claim are true as therein stated to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

DOROTHY ROBERTS SKIPPER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD. SEAL

Dorothy Roberts Skipper
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1960 JUL 11 PM 3:53

10

G 22088

LIBER 10 PAGE 311

LIBER 128 PAGE 391

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,870, EQUITY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, William J. Boehm as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixty-five Thousand One Hundred ($65,100.00) 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of July, 1960.

WHEREAS, by virtue of a power of sale contained in a Contract of Sale from Eleanor Lawson, widow, to William D. Baumann and wife ------- bearing date on or about the 1st day of August, 1959, the said William J. Boehm is authorized and empowered to make sale of the property described in said Contract of Sale, in case default should be made in the payment of the principal debt secured by said Contract of Sale or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said William J. Boehm is about to execute said power and make sale of the property described as aforesaid in said Contract of Sale.

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

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

William J. Boehm (SEAL) PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 15th day of July 1960

George T. Cromwell, Clerk

FILED

1960 JUL 15 PM 2:29

LIBER 128 PAGE 398

13,870

ATTORNEY'S SALE

of

VALUABLE FEE SIMPLE IMPROVED COMMERCIAL PROPERTY, CONSISTING OF GROCERY STORE AND TAVERN KNOWN AS LOTS NOS. 22, 23 AND 24, CAPE ST. CLAIRE, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a Contract of Sale, by and between Eleanor Lawson and Samuel Lawson, her husband and William D. Baumann and Jean Elizabeth Baumann, his wife, dated August 1, 1959, and default having occurred thereunder, the undersigned Attorney will sell at public auction, on the premises, on

FRIDAY, AUGUST 5th, 1960
at 1:00 P.M.

the following described property:

Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire, entitled "Commercial Centre" dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

Being the same property which by deed dated July 8, 1958, was granted and conveyed by William J. Boehm, Attorney named in a mortgage, to Samuel H. Lawson and Eleanor M. Lawson, his wife, the said Samuel H. Lawson having since departed this life, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1220, folio 192.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

WILLIAM J. BOEHM,
Attorney named in
Contract of Sale
Colonial 7-7310

ROBERT H. CAMPBELL,
Auctioneer
Colonial - 3-5308

To Aug. 4

OFFICE OF

THE STAR

GLEN BURNIE, MD., August 5, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Attorney's Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 5th day of August 1960, that is to say the same was inserted in the issues of July 14, 21, 28, Aug. 4, 1960

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED By Edith Greenwood

1960 AUG -5 AM 10:59

12

LIBER 128 PAGE 399

ATTORNEY'S SALE

of

VALUABLE FEE SIMPLE IMPROVED COMMERCIAL PROPERTY, CONSISTING OF GROCERY STORE AND TAVERN KNOWN AS LOTS NOS. 22, 23 AND 24, CAPE ST. CLAIRE, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a Contract of Sale, by and between Eleanor Lawson and Samuel Lawson, her husband and William D. Baumann and Jean Elizabeth Baumann, his wife, dated August 1, 1959, and default having occurred thereunder, the undersigned attorney will sell at public auction, on the premises, on

FRIDAY, AUGUST 5th, 1960

at 1:00 P. M.

the following described property:

Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire, entitled "Commercial Centre" dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

Being the same property which by deed dated July 8, 1958, was granted and conveyed by William J. Boehm, Attorney named in a mortgage, to Samuel H. Lawson and Eleanor M. Lawson, his wife, the said Samuel H. Lawson having since departed this life, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1220 folio 192.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply
ROBERT H. CAMPBELL
Auctioneer

Colonial 3-5808

WILLIAM J. BOEHM,
Attorney named in
Contract of Sale

Colonial 7-7310

FILED
1960 AUG -8 PM 2:42

LIBER 128 PAGE 400

AUCTIONEER'S CERTIFICATE

I, ROBERT H. CAMPBELL, Auctioneer, do hereby certify that I did on this 5th day of August, 1960, sell the property described on the reverse side of this handbill, for the sum of Fifty eight Thousand Five Hundred ($58 500.00) to Eleanor Lawson, being the highest bidder therefore.

Robert H. Campbell, Auctioneer

PURCHASER'S CERTIFICATE

I HEREBY CERTIFY, that on this 5th day of August, 1960, that I did purchase the property described on the reverse side of this handbill, for the sum of Fifty Eight Thousand Five Hundred ($58,500 00) on account of which I have made a deposit of One Thousand. ($1,000 00) and ~~we~~ agree to comply with the terms of sale.

Eleanor M. Lawson

ATTORNEY'S CERTIFICATE

I, WILLIAM J. BOEHM, Attorney named in Contract of Sale, do hereby certify that on this 5th day of August, 1960, that I sold the property described on the reverse side of this handbill for the sum of Fifty Eight Thousand Five Hundred ($58,500 00) to Eleanor Lawson and received a deposit of One Thousand. ($1000 00).

William J. Boehm
Attorney named in Contract of Sale

FILED

1960 AUG -8 PM 2:42

14

ELEANOR LAWSON, Widow of Samuel Lawson	:	
		IN THE
vs	:	CIRCUIT COURT
WILLIAM D. BAUMANN and JEAN ELIZABETH BAUMANN, his wife	:	FOR
		ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13870
	:	

LIBER 1128 PAGE 401

.. ..

REPORT OF SALE

The Report of Sale of William J. Boehm, Attorney named in Contract of Sale, respectfully shows:

That under and by virtue of the power of sale contained in the Contract of Sale by and between Eleanor Lawson and Samuel Lawson, her husband (the said Samuel Lawson having since departed this life) and William D. Baumann and Jean Elizabeth Baumann, his wife, dated August 1, 1959, default having occurred thereunder, the said William J. Boehm, Attorney named in Contract of Sale, after having given due notice of the time, place, manner and terms of sale, by advertisement in The Star (Certificate of Publication filed herein), a newspaper published in Anne Arundel County, and having complied with all requirements of the Contract of Sale and other laws for such cases made and provided, offered the property in said Contract of Sale at Public Auction, on the premises, on Friday, August 5, 1960, at 1:00 P.M., at and for the sum of Fifty Eight Thousand Five Hundred ($58,500.00) Dollars, being at that figure the highest bidder therefore and said property being described as follows:

Lots Nos. 22, 23 and 24, as shown on the Plat of Cape St. Claire, entitled "Commercial Centre" dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

Being the same property which by deed dated July 8, 1958, was granted and conveyed by William J. Boehm, Attorney named in Mortgage, to Samuel H. Lawson and Eleanor M. Lawson, his wife, the said Samuel H. Lawson having since departed this

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

1960 AUG -8 PM 2:42

15

life, and said deed being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1220 folio 192.

AND the said William J. Boehm, Attorney, further reports that Eleanor M. Lawson, Widow, was the highest bidder at said sale and the he has received from the said purchaser, a deposit as required by the terms of sale and also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase price to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the day of sale to day of settlement. Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

Said sale as reported herein was fairly made.

William J. Boehm, Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5 day of Aug., 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm, Attorney and made oath in due form of law that the matters, facts and information as set forth in the aforegoing Report of Sale are true to the best of his information, knowledge and belief. That said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper,
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

16

ORDER NISI

Eleanor Lawson, Widow
of Samuel Lawson

versus

William D. Baumann and
Jean Elizabeth Baumann, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,870 Equity

LIBER 128 PAGE 403

Ordered, this 8th day of August, 19 60, That the sale of the Property in these proceedings mentioned made and reported by William J. Boehm, Attorney named in Contract of Sale

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 $58,500.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 AUG 8 PM 2:42

TEST: _____ Clerk.

(Final Order)

Eleanor Lawson, Widow
of Samuel Lawson

versus

William D. Baumann and
Jean Elizabeth Baumann, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 16th day of Sept., 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 SEP 16 PM 2:11

17

13.870

ORDER NISI

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,870 Equity
Eleanor Lawson, Widow
of Samuel Lawson
Versus
William D. Baumann and
Jean Elizabeth Baumann, his wife

Ordered, this 8th day of August, 1960, That the sale of the Property in these proceedings mentioned made and reported by
William J. Boehm, Attorney
named in Contract of Sale
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 $58,500.00.

GEORGE T. CROMWELL,
Clerk.
True Copy, TEST:
George T. Cromwell, Clerk.
William J. Boehm, Atty.
To Sept. 1.

1960

18

OFFICE OF

THE STAR

LIBER 128 PAGE 404

GLEN BURNIE, MD., September 2, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 13th. day of September 1960, that is to say the same was inserted in the issues of August 11,18,25,Sept.1, 1960

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Dolores Birely

FILED
SEP -7 PM 3:10

In the Case of

Eleanor Lawson,
Widow of Samuel Lawson, deceased

vs.

William D. Baumann
and
Jean Elizabeth Baumann, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,870 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. Eckeling
Auditor.

October 6, 1960

FILED
1960 OCT -7 PM 2:42

Dr. in ac.

Eleanor Lawson, Widow of Samuel Lawson, deceased vs. William D. Baumann and Jean Elizabeth Baumann, his wife

To Attorney for Fee, viz:	500	00		
To Attorney for Commissions, viz:	1,365	00	1,865	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
The Star - advertising sale	41	28		
The Star - order nisi on sale	12	00		
The Star - order nisi on account	10	00		
Globe Indemnity Co. - bond premium	260	40		
Robert H. Campbell - auctioneer's fee	500	00		
One-half Federal documentary stamps	32	18		
One-half State documentary stamps	64	35		
Dorothy B. Skipper - notary fees	1	50	921	71
To Attorney for Taxes, viz:				
1960 State and County taxes ($322.30)- adjusted to 8/5/60	191	60	191	60
To Eleanor Lawson, Widow of Samuel Lawson, deceased, surviving vendor named in Contract of Sale filed in these proceedings - this balance on account claim filed	55,470	19	55,470	19
			58,500	00
Amount of claim filed	65,067	01		
Interest on principal balance of $63,374.47 @ 6% from 7/1/60 to 8/5/60	380	25		
	65,447	26		
Cr. Amount allowed above	55,470	19		
Balance due by vendees	9,977	07		

with

William J. Boehm, Attorney named in Contract of Sale

Cr.

1960				
Aug.	5	Proceeds of Sale	58,500 00	58,500 00
			58,500 00	

ORDER NISI

LIBER 128 PAGE 408

Eleanor Lawson, Widow of
Samuel Lawson, deceased

VERSUS

William D. Baumann
and
Jean Elizabeth Baumann, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,870 Equity.

ORDERED, This 8th day of October, 19 60., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 19 60, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

O. Bowie Duckett

1960 OCT -7 PM 2:42

1960 NOV 16 PM 2:30

ORDER NISI

Eleanor Lawson, Widow of
Samuel Lawson, deceased
Versus
William D. Baumann and
Jean Elizabeth Baumann, his wife
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,870 Equity

Ordered, this 8th day of October, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, one in each of three successive weeks before the 14th day of November next.

George T. Cromwell, Clerk.

TEST:
George T. Cromwell, Clerk.
True Copy,
William J. Boehm, Atty.
To Nov. 3

23

OFFICE OF

THE STAR

LIBER 128 PAGE 409

GLEN BURNIE, MD., November 3, 1960

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 14th day of November 1960, that is to say the same was inserted in the issues of October 13, 20, 27, and November 3, 1960

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED By Edith Greenwood

1960 NOV -4 PM 12:45

LIBER 128 PAGE 410

THE EQUITABLE TRUST COMPANY A Body Corporate Baltimore 2, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
JOSEPH M. GARDINER and	:	ANNE ARUNDEL COUNTY
MARCELLA L. GARDINER, his wife	:	IN EQUITY No. 14,048 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 23rd day of July, 1959, the defendant executed and delivered to The Equitable Trust Company, a body corporate, a mortgage upon certain real property in the County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $13,000.00 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 owing to a breach of the covenants therein, among which is the covenant to repay said mortgagee, 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, etc.

Joseph M. Roulhac

Joseph M. Roulhac
316 Equitable Building (2)
SA 7-1135
Attorney for Plaintiff

FILED

1960 OCT 18 PM 2:06

Form 3008 REVISED, 1954

MORTGAGE—THE MARYLAND TITL JARANTEE COMPANY

LIBER 128 PAGE 411

BOOK 1315 PAGE 451

No. 14,048 Equity

This Mortgage, made this 23rd day of July in the year one thousand nine hundred and fifty-nine, by and between JOSEPH M.GARDINER and MARCELLA L. GARDINER, his wife, of the State of Maryland, parties of the first part; and THE EQUITABLE TRUST COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part.

WHEREAS, the said Mortgagors stand bona fide indebted unto the said Mortgagee in the full and just sum of THIRTEEN THOUSAND DOLLARS ($13,000.00), being cash money this day loaned and advanced by the latter to the former, and used as part of the purchase money for the hereinafter described property, which said principal sum of money the said Mortgagors hereby covenant and agree to repay unto the said Mortgagee in sixty consecutive monthly installments as follows: for the first fifty-nine thereof beginning one month from the date hereof and payable monthly thereafter the sum of One Hundred Eight and 33/100 Dollars ($108.33), each, and for the sixtieth thereof five years from the date hereof, the whole of said principal sum then owing shall become due and payable, together with interest to accrue on unpaid balances of principal at the rate of five and three-quarters per centum (5 3/4%) per annum, payable monthly at the same times as such payments of principal; both principal and interest being payable in lawful money of the United State of America;

WHEREAS, it was a condition precedent to the granting of said loan that it be secured by a Mortgage, wherefore these presents are executed.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said parties of the first part, Mortgagors, do hereby grant and convey unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple forever; all those lots of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:-

BEING known and designated as Lots Nos. 9 and 10 of Section "Y" on the Plat of Riviera Beach, frontage 50 feet on Riviera Walk, as shown on a plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 16, now Plat Book 2, folio 22; the improvements thereon being known as 8435 Bay Road, Riviera Beach.

BEING the same lots 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 Ronald L. Ward and Anna T. Ward, his wife, to the within named Mortgagors.

FILED

1960 OCT 18 PM 2:06

Exhibit 1.

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

TO HAVE AND TO HOLD the said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple, forever.

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

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

AND the said mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Maryland, or by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); or this mortgage may be foreclosed, and the property herein sold, by the mortgagee or by , its duly constituted attorney, after any such default shall have occurred, as aforesaid. Upon any such sale, whether made under the assent to the passing of a decree, or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the County or City in which the land, or some portion thereof, is located; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the trustee appointed by such decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale, equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, hereunder, whether the same shall have matured or not; and, third, the balance, if any, to the said mortgagor, 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.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagor covenants to keep the improvements on the land insured against loss by fire and/or other hazards, casualties and contingencies, in an insurance company or companies selected by, and in the amount designated by the said mortgagee, and to cause all of the policies covering said premises to be so framed or indorsed with the usual New York standard mortgagee clause as in case of fire and/or other hazards, casualties and contingencies to inure to the benefit of the said mortgagee, to the extent of its lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire and/or other hazards, casualties and contingencies the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment at the option of the mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage; provided that the mortgagee in lieu of such application may, in writing, consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property.

AND the said mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

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

WITNESS: the hands and seals of the within named Mortgagors.

WITNESS:

Joseph M. Gardiner (SEAL)

Joseph M. Gardiner

Marcella L. Gardiner (SEAL)

Marcella L. Gardiner

George H. Barker

GEORGE H. BARKER

(SEAL)

(SEAL)

STATE OF MARYLAND, Baltimore CITY, ~~COUNTY~~, TO WIT: BOOK 1315 PAGE 453

I HEREBY CERTIFY that on this 23rd day of July, 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 Baltimore ~~City~~ County, personally appeared JOSEPH M. GARDINER and MARCELLA L. GARDINER, his wife, Mortgagors, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and also acknowledged the same to be their respective act.

At the same time also personally appeared Edward J. Dyas Jr. agent of the within named mortgagee(s), 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 also made oath that* he *is the agent of the mortgagee, duly authorized to make this affidavit.*

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

George H. Barker Notary Public
GEORGE H. BARKER

My Commission expires May 1, 1961

7.50

MY COMMISSION EXPIRES MAY 1, 1961

Rec'd for record July 25, 1959 at 11:23 A.
Mailed to The Maryland Title Guarantee Co.

LIBER 128 PAGE 413

THE MARYLAND TITLE GUARANTEE COMPANY

MORTGAGE

FROM

JOSEPH M. GARDINER and

MARCELLA L. GARDINER, his wife

TO

THE EQUITABLE TRUST COMPANY

Block No.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio &c.

one of the Land Records of

and examined per

Clerk.

Cost of Record $

THE MARYLAND TITLE GUARANTEE CO
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

Application No. 140,529

Written by TCC:dmc

Approved by Examiner

Ready for Record

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

LIBER 128 PAGE 414

THE EQUITABLE TRUST COMPANY A Body Corporate Baltimore 2, Maryland	:	IN THE CIRCUIT COURT
vs.	:	OF
JOSEPH M. GARDINER and	:	ANNE ARUNDEL COUNTY
MARCELLA L. GARDINER, his wife	:	IN EQUITY
	:	No. 14,048 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State, in and for said City, personally appeared Joseph M. Roulhac, Attorney for the Plaintiff, 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

(2) said defendant is not in the military services 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.

Joseph M. Roulhac
Affiant.
Joseph M. Roulhac

Subscribed and sworn to before me

this 17th day of October, 1960.

Judiciath Kramer
NOTARY PUBLIC

FILED
1960 OCT 18 PM 2:05

6

LIBER 128 PAGE 415

THE EQUITABLE TRUST COMPANY A Body Corporate Baltimore 2, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
JOSEPH M. GARDINER and	:	ANNE ARUNDEL COUNTY
MARCELLA L. GARDINER, his wife	:	IN EQUITY No. 14,048 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of The Equitable Trust Company, under the mortgage from Joseph M. Gardiner and Marcella L. Gardiner, his wife, to The Equitable Trust Company dated July 23, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. ~~1315~~ 1315, folio 451.

Joseph M. Gardiner
Marcella L. Gardiner
8345 Bay Road
Riviera Beach, Maryland

Balance due on mortgage principle	$12,350.02
Interest from 7/23/60 to 10/17/60	167.67
Total debt	$12,517.69

THE EQUITABLE TRUST COMPANY

BY: C F Morrison

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, That on this 18th day of October, 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 C. F. Morrison, Jr., Vice-President of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1960 OCT 18 PM 2:05

Helen E. Kramer
NOTARY PUBLIC

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 128 PAGE 410

THE EQUITABLE TRUST COMPANY A Body Corporate Baltimore 2, Maryland	:	IN THE CIRCUIT COURT
vs.	:	OF
JOSEPH M. GARDINER and MARCELLA L. GARDINER, his wife	:	ANNE ARUNDEL COUNTY IN EQUITY No. 14,048 Equity

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is, Thereupon, This 21st day of October, 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 Charles D. Harris, Esquire be and he is hereby appointed Trustee to make said sale, and that the course and manner in his proceedings shall be as follows: he shall file first 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 thirteen thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such 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 all

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1960 OCT 21 AM 11:02

3

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 personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appeal 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.

FILED
1960 OCT 21 AM 10:30

9

LIBER 128 PAGE 418
315902
LIBER 10 PAGE 433

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 14,048 Equity

Know All Men By These Presents:

THAT WE, Charles D. Harris - #316 Equitable Building, Baltimore, Maryland,

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of THIRTEEN THOUSAND AND 00/100 - - - - - - - - - Dollars ($ 13,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th - - - - - day of November - in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Charles D. Harris - - - - - - - - - - - - - - - - -

by virtue of a decree of the Honorable the Judge of Circuit Court for Anne Arundel County, Maryland, in Equity has been appointed Trustee to sell property #8345 Bay Road, Riviera Beach, Anne Arundel County, Md. mentioned in the proceedings in the case of

EQUITABLE TRUST COMPANY

vs.

JOSEPH M. GARDINER and MARCELLA L. GARDINER - HIS WIFE

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles D. Harris do es 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

Joseph M. Faulkner

Charles D. Harris (SEAL)
Charles D. Harris

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R. E. Nichols Attorney-in-Fact

As to Surety:

M. S. Kraus
M. S. Kraus

1-307-Md. Trustee—Receiver 500-

Bond approved this 16 day of November, 1960

George T. Cromwell, Clerk

1960 NOV 16 P 12.

LIBER 128 FAGE 413

The Equitable Trust Company
(A body corporate)

vs.

Joseph M. Gardiner and
Marcella L. Gardiner, his wife

In The Circuit Court

For

Anne Arundel County
(In Equity) 14045

JOSEPH M. ROULHAC, Solicitor
316 Equitable Building

TRUSTEE'S SALE
OF VALUABLE FEE
SIMPLE RESIDENTIAL PROPERTY
8435 BAY ROAD

RIVIERA BEACH, ANNE ARUNDEL COUNTY, MD.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the case entitled The Equitable Trust Company, a body corporate vs. Joseph M. Gardiner and Marcella L. Gardiner, his wife, the undersigned, Trustee, will sell at public action on the premises on

FRIDAY, NOVEMBER 18, 1960 — AT 2 P. M.

ALL THAT FEE-SIMPLE PARCEL OR LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. 9 and 10 of Section Y on the plat of Riviera Beach, frontage 50 feet on Riviera Walk, as shown on a plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 18, now Plat Book 2, folio 22; the improvements thereon being known as 8435 Bay Road, Riviera Beach. Improved by a frame and masonry residential dwelling, containing 7 rooms and bath, hot air oil heat etc. Lot size 50 x 250 more or less.

Terms Of Sale: A cash deposit of $1,000 to be paid at time and place of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Interest at rate of 6% per annum to be paid on unpaid balance of purchase price from date of sale to date of settlement. All taxes and other public charges to be adjusted from date of sale.

CHARLES D. HARRIS, Trustee
ALEX COOPER, Auctioneer
PLaza 2-4868 — 212 N. Calvert St., Balto. 2, Md.

Auctioneer's Certificate

I hereby certify that I have this 18th day of November, 1960, sold the property described in the attached advertisement of sale at and for the sum of $ 14,300 to RUTH S. HECHEN 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 18th day of November, 1960, purchased the property described in the attached advertisement of sale from Charles D. Harris, Trustee, at and for the sum of $ 14,300 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

Purchaser

Test:

FILED
1960 NOV 19 AM 10

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LIBER 128 PAGE 420

REPORT OF SALE

THE EQUITABLE TRUST COMPANY	:	IN THE CIRCUIT COURT OF
	:	ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
JOSEPH M. GARDINER et ux.	:	# 14048

: : : ::: : : :

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

The Report of Sale of Charles D. Harris, Trustee, appointed by the decree in the above entitled cause, to make sale of the premises at 8435 Bay Road, Riviera Beach, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and tersm 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, and the Baltimore Sun, a daily newspaper published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee, Charles D. Harris, did pursuant to said notice on Friday the 18th of November, 1960, at two o'clock p.m. attend on the premises and then and there sold

ALL THAT FEE-SIMPLE PARCEL OR LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. 9 and 10 of Section Y on the plat of Riviera Beach, frontage 50 feet on Riviera Walk, as shown on a plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 16, now Plat Book 2, folio 22; the improvements thereon being known as 8435 Bay Road, Riviera Beach, Improved by a frame

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1960 NOV 22 AM 10:56

12

and masonry residential dwelling, containing 7 rooms and bath, hot air oil heat etc. Lot size 50 x 250 more or less.

for $14,300 to Ruth S. Archer at which time a cash deposit of $1,000 was paid, the balance to be paid upon final ratification of the sale by this Honorable Court, interest at the rate of 6% per annum to be paid on the unpaid balance of the purchase price from date of sale to date of settlement. All taxes and other public charges to be adjusted from date of sale.

Charles D. Harris, Trustee

Charles D. Harris, Trustee

STATE OF MARYLAND:
SS:
CITY OF BALTIMORE:

I HEREBY CERTIFY, That on this 21st day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appealed CHARLES D. HARRIS, 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.

Julia E. Krieger

NOTARY PUBLIC

13

ORDER NISI

The Equitable Trust Company

versus

Joseph M. Gardiner, et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,048 Equity

LIBER 128 PAGE 422

Ordered, this 22nd day of November, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Charles D. Harris, Trustee

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.

The report states that the amount of sale was $ 14,300.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 NOV 22 AM 10:56

TEST: _____ Clerk.

(Final Order)

The Equitable Trust Company

versus

Joseph M. Gardiner, et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 5th day of January, 1961 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. Bruce Duckett JUDGE.

FILED
1961 JAN -5 PM 1:47

14

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 423

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1960

We hereby certify, that the annexed

Trustee's Sale

Eq. 14048

Joseph W. Gardiner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of November, 1960. The first insertion being made the 27th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 17067 NOV 29 PM 3:50

15

JOSEPH M. ROULHAC, Solicitor
316 Equitable Building

TRUSTEE'S SALE

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

8435 BAY ROAD

RIVIERA BEACH, ANNE ARUNDEL COUNTY, MD.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the case entitled The Equitable Trust Company, a body corporate vs. Joseph M. Gardiner and Marcella L. Gardiner, his wife, the undersigned, Trustee, will sell at public aetion on the premises on

FRIDAY, NOVEMBER 18, 1960 — AT 2 P. M.

ALL THAT FEE-SIMPLE PARCEL OR LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. 9 and 10 of Seetion Y on the plat of Riviera Beaoh, frontage 50 feet on Riviera Walk, as shown on a plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 16, now Plat Book 2, follo 22; the improvements thereon being known as 8435 Bay Road, Riviera Beaeh. Improved by a frame and masonry residential dwelling, contalning 7 rooms and bath, hot air oil heat etc. Lot size 50 x 250 more or less.

Terms Of Sale: A cash deposit of $1,000 to be paid at time and plaee of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Interest at rate of 6% per annum to be paid on unpaid balance of purchase priee from date of sale to date of settlement. All taxes and other publio charges to be adjusted from date of sale.

CHARLES D. HARRIS, Trustee
ALEX COOPER, Auetioneer
PLaza 2-4868 — 212 N. Calvert St., Balto. 2, Md.

LIBER 10 PAGE 463

New Amsterdam Casualty Company

LIBER 128 PAGE 425

227 ST PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

ADDITIONAL

#315902
No. 14,048 Equity.

Know All Men By These Presents:

THAT WE, Charles D. Harris, 316 Equitable Building, Baltimore 2, Maryland,

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of - - FIFTEEN HUNDRED AND NO/100 - - - - - Dollars ($ 1500.00), 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 20th day of December in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Charles D. Harris

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Md.

has been appointed Trustee to Sell property known as 8345 Bay Road, Riviera Beach, Anne Arundel Co., Md.

mentioned in the proceedings in the case of Equitable Trust Company

vs.

Joseph M. Gardiner & Marcella L. Gardner, his wife

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles D. Harris 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.

Bond approved this 23rd day of December 1960
George J. Cromwell

Signed, sealed and delivered in the presence of

Charles D. Harris (SEAL)
Charles D. Harris

(SEAL)

(SEAL)

itness as to Surety:

XX: S. Alvey
S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1960 DEC 23 AM 9:37

Md. Trustee—Receiver 500-9-51

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 426

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,048

Joseph M. Gardiner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,048 Equity
THE EQUITABLE TRUST COMPANY

versus

Joseph M. Gardiner, et ux

Ordered, this 22nd day of November, 1960, That the sale of the Property in these proceedings mentioned made and reported by Charles D. Harris, Trustee 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.

The report states that the amount of sale was $14,300.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-22

FILED
JAN -5 AM 9:16

No. M. G. 1-6-1-4-1961

17

LIBER 128 PAGE 427

In the Case of

The Equitable Trust Company

VS.

Joseph M. Gardiner

and

Marcella L. Gardiner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,048 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. Zickefoose
Auditor

January 16, 1961

1961 JAN 17 P 10:52

Dr. in ac.

The Equitable Trust Company vs. Joseph M. Gardiner and Marcella L. Gardiner, his wife

To Trustee for Commissions, viz:		462 45		462 45
To Trustee 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 Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale		70 00		
Capital-Gazette Press - order nisi (sale)		15 00		
Capital-Gazette Press - order nisi (acct)		12 00		
The Sun - advertising sale		107 30		
New Amsterdam Casualty Co. -bond premiums		58 00		
Alex Cooper - auctioneer's commissions		417 50		
One-half Federal documentary stamps		7 98		
One-half State documentary stamps		15 95		
Julia A. Knoerr - notary fees		1 50		
Joseph M. Roulhac - fee for legal services rendered (Order 1/13/61)		100 00		805 23
To Trustee for Benefit Charges, viz:				
Metered water - adjusted to 11/18/60		9 00		9 00
To The Equitable Trust Company, mortgagee- in full payment mortgage claim, viz:				
Amount of mortgage claim filed-	$12,517.69			
Interest on principal balance of $12,350.02 from 10/17/60 to 2/20/61 - 126 days @ $1.97 per day	248.22	12,765 91		12,765 91
To Joseph M. Gardiner and Marcella L. Gardiner, his wife, mortgagors - this balance		341 28		341 28
				14,444 62

19

with Charles D. Harris, Trustee Cr.

1960							
Nov.	18	Proceeds of Sale		14,300	00		
		Interest on deferred payment of $13,300.00 to 1/9/61 - 1 month 22 days		115	12	14,415	12
		Refund 1960 State and County taxes - 1 month 13 days		27	43		
		Refund 1960 water and sewer benefit charges - 1 month 13 days		2	07	29	50
						14,444	62

LIBER 128 PAGE 430

ORDER NISI

The Equitable Trust Company

VERSUS

Joseph M. Gardiner

and

Marcella L. Gardiner, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,048 Equity.

ORDERED, This 17 th day of January, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of 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 20th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of February, 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.

FILED

1961 FEB 21 PM 3:43

O. Bowie Duckett

LIBER 128 PAGE 431

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. 14,046 Equity
The Equitable Trust Company
versus
JOSEPH M. GARDINER and MARCELLA L. GARDINER, his wife

Ordered, this 17th day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of 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 20th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-2

1961 FEB -7 PM 9:15

No. M. G. 19223

2.2

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,046
Auditor Account

Joseph M. Gardiner,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of February, 1961. The first insertion being made the 19th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 128 PAGE 432

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
vs.	*	Anne Arundel County (In Equity)
Oak Construction Company, Inc.,	*	Equity No. 14,021
a body corporate of the State of Maryland.	*	
	*	

Mr. Clerk:

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

1 - Original Mortgage from Oak Construction Company, Inc., to Leeds Federal Savings and Loan Association, dated January 28, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 208 etc..

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage

FILED

1960 OCT 11 AM 9:14

1.

LIBER 128 PAGE 433

LIBER 1182 PAGE 208 Equity # 14031

THIS MORTGAGE, Made this 28th day of January in the year one thousand nine hundred and fifty-eight, by and between the Oak Construction Company, Inc., a body corporate of the State of Maryland, party of the first part, Mortgagors, and the Leeds Federal Savings and Loan Association, a body corporate duly incorporated, of the second part.

WHEREAS, the said party of the first part is justly indebted unto the said party of the second part in the full and just sum of SEVENTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($17,250.00), which sum of money is to be loaned and advanced for the construction of improvements upon the land hereinafter described, the improvements to consist of a one and one-half (1½) story frame dwelling with cellar to be built on the lots firstly described herein, and a one and one-half story (1½) frame dwelling with cellar to be built on the lots secondly described herein, to be built in accordance with the plans and specifications furnished by the party of the first part to the said party of the second part, the whole mortgage debt, the said Mortgagors hereby covenant and agree to repay unto the said party of the second part at the expiration of four (4) months from the date hereof; with interest in the meantime at the rate of six percentum (6%) per annum on the whole of said principal sum, which is to be advanced. The said principal sum of money in the amount of Seventeen Thousand Two Hundred Fifty Dollars ($17,250.00) shall be allocated to each of the two (2) aforesaid houses to be constructed, in installments as indicated below, it being understood that the total amount to be advanced on account of the building to be constructed on the lots of ground firstly described herein shall be in the amount of NINE THOUSAND DOLLARS ($9,000.00) and that the amount to be advanced on the building to be constructed on the lot of ground secondly described herein shall be in the amount of EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS ($8,250.00), and the said principal sum of money to be loaned and advanced by the party of the second part on the building to be constructed on the lots firstly described herein in the following installments, that is to say:

FIRST PAYMENT: $1350.00 when the footings and the foundation have been completed and the first floor joists are in place.

SECOND PAYMENT: $1800.00 when the roof, cornice and chimney are completed, the sub-siding on and the window frames and door frames have been installed.

1960 OCT 11 AM 9:14

"Plaintiff's Exhibit No. I"

2

THIRD PAYMENT: $1800.00 when the exterior siding is on, the plumbing, heating and electrical work has been roughed in and all walls and ceilings have been rock lathed.

FOURTH PAYMENT: $2250.00 when the cellar floor and porch or porches have been poured and troweled to a permanent finish, the heating plant installed, and the walls and ceilings have been plastered and white coated to a permanent finish.

FIFTH PAYMENT: $ 1800.00 when the house is completed in accordance with the plans and specifications submitted, and after the Leeds Federal Savings and Loan Association has been furnished with a release of labor and material liens in acceptable form to the said Association.

IT BEING FURTHER understood and agreed that the total amount to be advanced on account of the building to be constructed on the lots of ground secondly described herein shall be in the amount of EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS ($8,250.00) and shall be loaned and advanced by the party of the second part in the following installments, that is to say:

FIRST PAYMENT: $1237.50 when the footings and the foundation have been completed and the first floor joists are in place.

SECOND PAYMENT: $1650.00 when the roof, cornice and chimney are completed, the sub-siding on and the window frames and door frames have been installed.

THIRD PAYMENT: $1650.00 when the exterior siding is on, the plumbing, heating and electrical work has been roughed in and all walls and ceilings have been rock lathed.

FOURTH PAYMENT: $2062.50 when the cellar floor and porch or porches have been poured and troweled to a permanent finish, the heating plant installed, and the walls and ceilings have been plastered and white coated to a permanent finish.

FIFTH PAYMENT: $1650.00 when the house is completed in accordance with the plans and specifications submitted, and after the Leeds Federal Savings and Loan Association has been furnished with a release of labor and material liens in acceptable form to the said Association.

It is covenanted and agreed that each of the aforesaid installments or payments shall be advanced only after inspection and approval of the construction has been made by the party of the second part, and in case it shall develop upon such inspection that the construction does not conform to the plans and specifications which are submitted by the borrower along with their application for the herein described loan or to the construction requirements herein agreed to (either as to quality of material or workmanship) then in that event the Leeds Federal Savings and Loan Association may withhold payment of any one of the installment payments hereinbefore provided for until such time as the deficiency of such construction shall have been properly corrected to the satisfaction of the Leeds Federal Savings and Loan Association.

WHEREAS the said parties of the first part further covenant and agree to complete the building in all details which shall be in strict accordance with the plans and specifications above mentioned and with all municipal, county and state statutes, rules, regulations and codes within four (4) months from the date hereof, said work and construction to be commenced immediately upon the execution of these premises but not before the recording of this mortgage; and

WHEREAS the said parties of the first part, for themselves, their heirs and assigns, hereby covenant and agree with the said party of the second part, its successors and assigns, that in the event that the parties of the first part shall cease to own the property hereby mortgaged; or to have the same estate as they now hold in said property by either voluntary or involuntary alienation, or in any other manner or if the party of the second part is dissatisfied with the progress of the building operations, of which it shall be the sole judge or if the said building is not constructed strictly in accordance with the plans and specifications submitted with the application, or if a receiver shall be appointed for the said parties of the first part or any application made for a receiver or if the property shall become involved in litigation or if the said parties of first part shall allow or suffer any lien for labor or material or both or incumbrance of any kind other than this mortgage to be placed or entered against the property hereinafter described prior to the payment of any one or more of the installments by the said party of the second part to the said parties of the first part, then in that event, the whole sum of money due and owing shall immediately become due and payable and the said

party of the second part shall be relieved from any obligation to make any further payments of installments of said mortgage debt, as above provided and the amount advanced by the said party of the second part to the said parties of the first part be not paid on demand, then this mortgage may be foreclosed as is hereinafter provided for, and it is further agreed that the improvements to be erected on said land shall be completed by the said parties of the first part within four (4) months from the date hereof, or if the parties of the first part fail to maintain substantial operations in erection of said improvements for a period of ten (10) consecutive days, such failure to start or maintain said operation, shall constitute a default in this mortgage and the party of the second part shall thereupon at its option, be relieved from any obligation to continue to make the further payments or advances as above provided, and the whole sum of money advanced up to the time of said default, together with interest, shall immediately become due and payable, and such default shall render this mortgage liable to foreclosure at the option of the party of the second part, in the same manner as any other default in said mortgage, and

WHEREAS it is further understood and agreed that the payment of advances to be made under this mortgage are to be made only to the said parties of the first part and not to any other party or parties and that the said party of the second part shall not be liable for the payment of any of the said funds to any one other than the said parties of the first part and in accordance with the above schedule and that the funds herein provided to be advanced shall not be subject to an attachment against the said parties of the first part and upon attachment being laid in the hands of the said party of the second part for said funds or any portion thereof all advances already made shall immediately become due and payable with interest to the said party of the second part and it shall be relieved, at its option from the obligation to make any further advances herein provided for, and

It is agreed and understood by and between the parties hereto, that no waiver by the party of the second part of any breach of any of the provisions hereof, at any time shall operate as a waiver of the provisions hereof and the said parties of the first part bind themselves, their heirs and assigns hereby.

WHEREAS it is further understood and agreed that the said party of the second part, at any time before maturity or before default hereunder, will re-

4.a

lease from the legal operation and effect of this mortgage the house to be built with the lot upon which said house is to be built, as above mentioned, upon payment to it of the sum of NINE THOUSAND DOLLARS ($9,000.00) on the house and lot firstly described herein that is to be released, and EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS ($8,250.00) on the house and lot secondly described herein that is to be released or the payment of the sum advanced upon such house proposed to be released, under the terms of this mortgage, together with any additional interest that has accrued thereon or the payment of the sum advanced together with any additional interest that has accrued thereon, under the terms of this mortgage, together with a prepayment fee of ninety (90) days' interest at six percentum (6%) beyond the date of such payment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises, and of the sum of One Dollar ($1.00) the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns all those lots of ground, situate and lying in Anne Arundel County, State of Maryland, and described as follows:

FIRST DESCRIPTION:

Lots numbered 378, 379 and 380, fronting on Hollins Ferry Road, as shown on the Plat of Ferndale Farms, Section B, recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 7.

SECOND DESCRIPTION:

Lots numbered 381, 382, 383 and 384, fronting on Hollins Ferry Road, as shown on the Plat of Ferndale Farms, Section B, recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 7.

BEING the same lots of ground and premises which, by deed dated January 28 1958 and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Frankie Wilson & Sons, Inc., unto the Oak Construction Company, Inc., the Mortgagor herein.

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5a. 6a.

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

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

AND it is a special covenant of this mortgage, that, together with and in addition to, the payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee, the taxes and special assessments levied or to be levied against the premises covered by this mortgage and 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 as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee, the estimated premium or premiums for such insurance, taxes and assessments shall be paid one month prior to the date when such premium or premiums, taxes and assessments will become delinquent.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee; its successors or assigns; and in the case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the [redacted]

7

Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns, or wherein the Mortgagee, its successors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance

premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly interest installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; ~~(10) that should twenty percent (20%) or more of the original loan be paid at one time before~~

x ~~maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at~~

9

~~six percent (6%) beyond the date of payment on the amount so prepaid.~~ It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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

AND the said Mortgagors in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described mortgaged property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of - - -TWO HUNDRED FIFTY ($250.00) - Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission

allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS the signature of Charles C. Zeigler, President of the Oak Construction Company, Inc., the Mortgagors herein, and the corporate seal of the said body corporate hereunto affixed.

_____ (SEAL)

Test: OAK CONSTRUCTION COMPANY, INC.,

BY: Charles C. Zeigler (SEAL)
Charles C. Zeigler, President

_____ (SEAL)

Edward J. Brannan _____ (SEAL)
Edward J. Brannan

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 28th day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Charles C. Zeigler, President of the Oak Construction Company, Inc., the Mortgagor herein, and he acknowledged the aforegoing mortgage to be the act of the said body corporate.- - - - - and they each acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared - - -Robert W. Bratton - - - - - - - - President of the within named Corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Edward J. Brannan
Edward J. Brannan, Notary Public.

Rec'd for record JAN. 29, 1958 at 10.32 A.M.

Mailed to Edward J. Brannan

11

LIBER 128 PAGE 443

Edward J. Brannan,	*	In The Circuit Court for
Attorney Named in Mortgage	*	Anne Arundel County
	*	
vs.	*	Docket No. 19, Folio 155
	*	
Oak Construction Company, Inc.,	*	Case No. 14,031
a body corporate of the State of	*	
Maryland.	*	

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Oak Construction Company, Inc., dated January 28, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. S. No. 1182, folio 208 etc..

Original Amount of Mortgage	$ 17,250.00
Less Amount Paid on Account	8,450.21
	$ 8,799.79
Plus interest to 11/10/60	190.67
	$ 8,990.46
Less Expense Account	81.02
Total	$ 8,909.44

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 10th day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the 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.

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

FILED
1960 OCT 11 AM 9:14

12

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

LIBER 10 PAGE 393

LIBER 128 PAGE 444

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Edward J. Brannan, Attorney
named in the Mortgage

vs

Oak Construction Company, Inc.

BOND OF Attorney

TO SELL Real Estate

Equity No. 14,031

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan

of 541 Equitable Building, Baltimore, 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 10th day of October , in the year of our Lord, nineteen hundred and Sixty

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Oak Construction Company, Inc. to Leeds Federal Savings and Loan Association bearing date the 28th day of January , 19 58 and recorded among the Land Records of Anne Arundel County in Liber No. GTC-1182 Folio 208 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered October 10, 1960

in the presence of

Marguerite E. Hoff

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By

B. L. Bolling

B.L. Bolling, Witness to Surety

FILED

1960 OCT 11 AM 9:18

Bond approved this 11 day of October 1960

Charles E. Shields, Attorney for Grantee

George T. Cromwell Clerk

13.

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

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
110 Hollins Ferry Road, at Winton Avenue, Ferndale, Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from Oak Construction Company, Inc., to the Leeds Federal Savings and Loan Association, dated January 28, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1182, folio 208, etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in Mortgage; will sell at public auction, on the premises on

THURSDAY, NOVEMBER 10, 1960 At 1:30 O'Clock P.M.

All those Fee Simple lots of ground situate in Anne Arundel County, State of Maryland and described as follows:

Lots numbered 378, 379 and 380, fronting on Hollins Ferry Road, as shown on the Plat of Ferndale Farms, Section B, recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 7.

The aforesaid plot of ground is improved with a one and one-half story frame dwelling, containing five and one-half (5½) rooms, one bath, forced air-oil heat.

The aforesaid lot of ground is sold subject to conditions, restrictions and agreements of record affecting the same, if any.

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

Taxes and all other expenses, including A. A. County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. Newell & Co., Inc.,
Auctioneers.

n-10

14

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 445

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 19--

We hereby certify, that the annexed

Mortgage Sale

Oak Construction Company, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for one successive weeks before the 10th day of November, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Valgimas

LIBER 128 PAGE 446

Edward J. Brannan	*	IN THE CIRCUIT COURT
Attorney Named in Mortgage	*	OF ANNE ARUNDEL COUNTY
	*	
vs.	*	(In Equity)
	*	
Oak Construction Company, Inc.	*	No. 14,031 Equity
a body corporate of the State	*	
of Maryland.	*	
	*	

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 10th day of November, 1960, he sold at public acution, for the highest price obtainable, to Lasting Homes, Inc., a body corporate of the State of Maryland, the following described property:

Lots numbered 378, 379 and 380, fronting on Hollins Ferry Road, as shown on the Plat of Ferndale Farms, Section B, recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 7, at and for the price of

TEN THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS ($10,125.00) - - - - - - - - -

AS WITNESS the corporate seal of the said Auctioner and the signature of its VICE-President.

WITNESS:

Betty Ty. Truechler

VICE- President.

The undersigned Purchaser of the above described property do hereby certify that it bought said property at the auction at and for the price of

TEN THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS ($10,125.00) - - - - - - - - - .

WITNESS the hand and seal of the said purchaser, by Walton D. Wilson, President of Lasting Homes, Inc., and its corporate seal hereunto affixed.

Witness:

LASTINGHOMES, INC.

BY: Walton D. Wilson (SEAL)
Walton D. Wilson, President

Frankie Wilson

(SEAL)

FILED

1960 NOV 21 AM 8:25

15

LIBER 128 PAGE 447

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	*	
Oak Construction Company, Inc., a body corporate of the State of Maryland.	*	(In Equity) No. 14031 Equity

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated January 28, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1182, folio 208 etc., from Oak Construction Company, Inc., to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of November, 1960 at 1:30 O'clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report unto Lasting Homes, Inc., at and for the sum of Ten Thousand One Hundred Twenty-Five Dollars ($10,125.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

FILED

1960 NOV 21 AM 9:25

16

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

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

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

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
110 Hollins Ferry Road, at Winton Avenue, Ferndale, Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from Oak Construction Company, Inc., to the Leeds Federal Savings and Loan Association, dated January 28, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1182, folio 208, etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in Mortgage, will sell, at public auction, on the premises on

THURSDAY, NOVEMBER 10, 1960 At 1:30 O'Clock P.M.

All those Fee Simple lots of ground situate in Anne Arundel County, State of Maryland and described as follows:

Lots numbered 378, 379 and 380, fronting on Hollins Ferry Road, as shown on the Plat of Ferndale Farms, Section B, recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 7.

The aforesaid plot of ground is improved with a one and one-half story frame dwelling, containing five and one-half (5½) rooms, one bath, forced air-oil heat.

The aforesaid lot of ground is sold subject to conditions, restrictions, and agreements of record affecting the same, if any.

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

Taxes and all other expenses, including A. A. County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage
E. T. Newell & Co., Inc.
Auctioneers. n-10

17

ORDER NISI

LIBER 128 PAGE 449

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

OAK CONSTRUCTION COMPANY, INC.,
a body corporate of the State of
Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,031 Equity

Ordered, this 21st day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney named in Mortgage

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

The report states that the amount of sale was $ 10,125.00

FILED 1960 NOV. 21 AM 9:25

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

OAK CONSTRUCTION COMPANY, INC.,
a body corporate of the State of
Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of January, 1961 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

1961 JAN -4 PM 3:32

18

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1273 PAGE 430

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,031 Equity
EDWARD J. BRANNAN,
Attorney Named in Mortgage
versus
Oak Construction Company Inc., a body corporate of the State of Maryland.

Ordered this 21st day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $10,125.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed

Order Nisi Eq. 14,031
Sale
Oak Construction Company, 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 3rd day of January, 1961. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 13142 1960 DEC 31 AM 11:50 By H. Wightman

19

LIBER 123 PAGE 451

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Oak Construction Company, Inc.,
a body corporate of the
State of Maryland

In the

Circuit Court

For

Anne Arundel County

No. 14,031 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. Pickering
Auditor.

January 20, 1961

FILED

1961 JAN 24 PM 9:44

20

Dr. in ac.

Edward J. Brannan, Attorney named in Mortgage vs. Oak Construction Company, Inc., a body corporate of the State of Maryland

To Attorney for Fee, viz:	250 00		
To Attorney for Commissions, viz:	336 64	586	64
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 75		
Auditor - stating this account	18 00	57	75
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	76 55		
Capital-Gazette Press - order nisi (sale)	15 00		
Capital-Gazette Press - order nisi (acct)	12 00		
The Sun - advertising sale	29 20		
U.S.Fidelity & Guaranty Co.- bond premium	40 00		
E.T. Newell & Co.,Inc. -auctioneer's fee	277 50		
Marguerite E. Wolf - notary fees	1 00		
		451	25
To Attorney for Benefit Charges, viz:			
1960 water and sewer benefit charges adjusted to 11/10/60	38 89		
Metered water to 11/10/60	31 95	70	84
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:			
Amount of claim filed $8,909.44			
Interest @ 6% on principal balance of $8,799.79 from 11/10/60 to 2/27/61 - 3 months 17 days 156.93	9,066 37	9,066	37
To Henry V. Vacca, judgment creditor - this balance on account claim filed (Order 12/6/60)	12 38	12	38
		10,245	23
Amount of judgment Claim filed, viz:			
Debt	645 00		
Interest from 11/23/60 to 2/27/61 - 3 months 4 days	10 11		
Court Costs	17 90		
	673 01		
Cr. Amount allowed above	12 38		
Balance due	660 63		

21

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1960						
Nov.	10	Proceeds of Sale	10,125	00		
		Interest on deferred payment of				
		$9,625.00 to 1/16/61	96	23	10,221	23
		Refund 1960 State and County taxes-				
		1 month 20 days	24	00	24	00
					10,245	23

ORDER NISI

LIBER: 128 PAGE 454

Edward J. Brannan,

Attorney named in Mortgage

VERSUS

Oak Construction Company, Inc.,

a body corporate of the

State of Maryland

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,031 Equity.

ORDERED, This 24th day of January, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of 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 27th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of March, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1961 MAR -1 PM 2:24

Matthew S. Evans
Judge

23

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 455

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,031 Equity
Edward J. Brannan, Attorney named in Mortgage
versus
OAK CONSTRUCTION COMPANY, INC. a body corporate of the State of Maryland

Ordered, this 24th day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of 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 27th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
F-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,031
Auditor Account
Oak Construction Company, 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 27th day of February, 1961. The first insertion being made the 26th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 12262 FEB 27 By W. Tilghman

24.

LIBER 128 PAGE 456

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
NORVAL WILLIAM McCARTY	:	(In Equity)

No. 14022 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 Norval William McCarty to Baltimore Federal Savings and Loan Association, dated June 15th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937 folio 460.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1960 OCT -7 AM 10:33

LIBER 937 PAGE 460

LIBER 128 PAGE 457

MARYLAND

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.

No. 14,022 Equity

MORTGAGE

THIS MORTGAGE, made this 15th day of June, A. D. 19 55, by and between NORVAL WILLIAM McCARTY

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 EIGHTY-FIVE HUNDRED and 00/100 Dollars ($8500.00), 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 (4 1/2 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 78/100 Dollars ($53.78), commencing on the first day of August, 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 July, 19 75. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same at the intersection formed by the west line of Victory Avenue as now laid out 55 feet wide and the extention easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant two hundred twenty-six feet eight and one-quarter inches southerly measured along the said west line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right of use thereof in common with others thence binding on the east line of said alley north twelve degrees east seventeen feet ten inches to the intersection formed by the westerly extention of the center line of a party wall constructed in part on the land herein described thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning. The improvements thereon being known as 918 Victory Avenue.

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 James G. McClain, Jr. and Louise McClain, his wife unto the herein Mortgagor.

FILED

1960 OCT -7 AM 10:33

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

16—42890-7

PLAINTIFF'S EXHIBIT "A"

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:

2 gas ranges

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

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

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

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

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

Witness: John C. Evelius
JOHN C. EVELIUS

Norval William McCarty [SEAL]
Norval William McCarty
[SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: LIBER 937 PAGE 464

I HEREBY CERTIFY, That on this 15th day of June, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Norval William McCarty the above named Mortgagors, and he acknowledged the foregoing mortgage to be his 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 C. Evelius
JOHN C. EVELIUS Notary Public.

Recorded-20th-June-1955-at-9:05-A.M.

Application No. 36992
Written by
Approved by Examiner
Ready for Record

STATE OF MARYLAND

Mortgage and Chattels

FROM

NORVAL WILLIAM McCARTY

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 20 June 19 55, at 9:05 o'clock A.M.
Same day recorded in Liber GWK No. 937 Folio 460 &c., one of the Land Records of AA Co.
and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record, $ 14.25

U. S. GOVERNMENT PRINTING OFFICE 16—49200-4

COLONIAL TITLE GUARANTEE COMPANY
Baltimore 3 D Maryland

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

NORVAL WILLIAM McCARTY, JR.,

IN THE

LIBER 128 PAGE 461

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,022 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Norval William McCarty, Jr.,**

to **Baltimore Federal Savings and Loan Association**

dated the **15th** day of **June** 1960, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **937** Folio **460** .

Amount of Mortgage	$8500.00
Less - amount paid on principal	1333.34
	7166.66
Plus - interest to 11/3/60	244.62
	7411.28
Plus - overdraft in expense account	41.73
	7453.01

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **5th** day of **October** 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.

AS WITNESS my hand and Notarial Seal.

FILED

1960 OCT -7 AM 10:33

Clara M. Link

Clara M. Link Notary Public

6

LIBER 128 PAGE 462

No. 14,022 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of October, 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 Norval William McCarty 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 OCT -7 AM 10:33

1

~~Mortgage and~~ Attorney's Bond.

LIBER 10 PAGE 430

I-369

315846

LIBER 128 PAGE 463

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 14,622

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

SEVENTY-FIVE HUNDRED AND 00/100 ($7500.00) - - - - - - - - - - - - - - - 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 11th - - - - - - - - - - - - - - - - - -

day of November - - - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Norval William McCarty

to the Baltimore Federal Savings & Loan Association

bearing date the 15th day of June nineteen hundred and sixty

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 937, Folio 460, and

#918 Victory Road - Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden

Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

As to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

1960 NOV 15 AM 11:47

Bond approved this 15th day of November 1960

George T. Cromwell, Clerk

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bui
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 Norval William McCarty to Baltimore Federal Savings and Loan Association, dated June 15th, 1955 and recorded among the Land Records of Anne Arundel County in Liber and J.H.H. No. 937 folio 460 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, NOVEMBER 16th, 1960 at 3:00 P.M.,

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 west line of Victory Avenue as now laid out 55 feet wide and the extention easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant two hundred twenty-six feet eight and one-quarter inches southerly measured along the said west line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet binding on the center line of said party wall so extended, the centerline of said party wall and the center line of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right of use thereof in common with others thence binding on the east line of said alley north twelve degrees east seventeen feet ten inches to the intersection formed by the westerly extention of the center line of a party wall constructed in part on the land herein described thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning.

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 two story brick row, 2 family dwelling, containing 6 rooms, 2 baths, hot air oil fired heat; known as No. 918 Victory 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

N-10

No 9

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 464

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1960

We hereby certify, that the annexed

Attorney's Sale

Norval William McCarty

Equity No. 14022

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of November, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 NOV 15 PM

By W. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
NORVAL WILLIAM McCARTY	:	(In Equity)

Equity No. 14,022

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 15th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937 folio 460 from said Norval William McCarty to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of November, ~~xxx~~ 1960 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

on the west line of Victory Avenue 226 feet 8 1/4 inches southerly from Townsend Avenue, having a frontage on the west line of Victory Avenue of 17 feet 10 inches with a depth of 100 feet to the east line of a 15 foot alley, the improvements whereon are known as No. 918 Victory Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

1960 NOV 18 AM 10:01

10

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Norval William McCarty to Baltimore Federal Savings and Loan Association, dated June 15th, 1955 and recorded among the Land Records of Anne Arundel County in Liber and J.H.H. No. 937 folio 460 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, NOVEMBER 16th, 1960 at 3:00 P.M.,

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 west line of Victory Avenue as now laid out 55 feet wide and the extention easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant two hundred twenty-six feet eight and one-quarter inches southerly measured along the said west line of Victory Avenue from the south line of Townsend Avenue as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet binding on the center line of said party wall so extended, the centerline of said party wall and the center line of said party wall extended westerly to intersect the east line of a fifteen foot alley there laid out with the right of use thereof in common with others thence binding on the east line of said alley north twelve degrees east seventeen feet ten inches to the intersection formed by the westerly extention of the center line of a party wall constructed in part on the land herein described thence continuously south seventy-eight degrees east one hundred feet binding on the said center line of said party wall so extended the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue thence binding on the west line of Victory Avenue south twelve degrees west seventeen feet ten inches to the place of beginning.

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 two story brick row, 2 family dwelling, containing 6 rooms, 2 baths, hot air oil fired heat; known as No. 918 Victory 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 N-10

1.

LIBER 128 PAGE 466

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Seventy-seven Hundred seventy-six ($7776.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **17th** day of **November, 1960** before me, the subscriber, a Notary Public; of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link, Notary Public

ORDER NISI

LIBER 128 PAGE 467

Walter S. Calwell,

Attorney Named in Mortgage

versus

Norval William McCarty

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,022 Equity

Ordered, this 18th day of November, 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 27th 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 27th day of December next.

The report states that the amount of sale was $ 7776.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 NOV 18 AM 10:01

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,

Attorney Named in Mortgage

versus

Norval William McCarty

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of December, 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. Bruce Duckett
JUDGE.

FILED
1960 DEC 30 PM 1:27

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 468

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,022 Equity
Walter S. Calwell,
Attorney Named in Mortgage
versus
NORVAL WILLIAM McCARTY

Ordered, this 18th day of November, 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 27th 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 27th day of December next.

The report states that the amount of sale was $7776.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 29, 1960

We hereby certify, that the annexed Order Nisi Sale Eq 14022 Norval William McCarty 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 December, 1960. The first insertion being made the 22nd day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1960 DEC 29 PM 3:05 By H. Tilghman

13.

LIBER 128 PAGE 469

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Norval William McCarty

In the

Circuit Court

For

Anne Arundel County

No. 14,022 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 19, 1961

Dana R. Jenkins
Auditor.

FILED

1961 JAN 24 PM 9:44

1x

th

LIBER 128 PAGE 470

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Norval William McCarty in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	265	03	315	03
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	87	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	30	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Clara M. Link - notary fees	1	25	193	97
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,285	78	7,285	78
			7,850	78
Amount of mortgage claim filed	7,453	01		
Interest @ 4½% on principal balance of $7,166.66 from 11/3/60 to 2/28/61 - 3 months 25 days	103	03		
	7,556	04		
Cr. Amount allowed above	7,285	78		
Balance subject to decree in personam	270	26		

15.

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

1960						
Nov.	16	Proceeds of Sale	7,776	00		
		Interest on deferred payment to 12/31/60	58	32	7,834	32
		Refund 1960 State and County taxes ($135.69) - 1 month 14 days	16	46	16	46
					7,850	78

14

ORDER NISI

LIBER 128 PAGE 472

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Norval William McCarty

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,022 Equity.

1961 JAN 24 PM 3:14

ORDERED, This 24th day of January, 19 61., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of 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 27th day of February next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of March, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 MAR -1 PM 2:33

Matthew S. Evans

Judge

17

LIBER 128 PAGE 473

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. 14,022 Equity
Walter S. Calwell, Attorney named in Mortgage
versus
NORVAL WILLIAM McCARTY

Ordered, this 24th day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of 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 27th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,022

Auditor Account

Norval William McCarty

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1961. The first insertion being made the 26th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 19860 1961 FEB 27 PM 1:15 By H. Tilghman

18

LIBER 128 PAGE 474

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EDGAR H. ANDERKIN AND JANET ANDERKIN, HISWIFE	:	(In Equity)

No. 14,023 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 Edgar H. Anderkin and Janet Anderkin, his wife to Baltimore Federal Savings and Loan Association, dated January 10th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092 folio 56.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1960 OCT -7 AM 10:33

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

LIBER 1092 PAGE 56

MARYLAND

LIBER 168 PAGE 475

No. 14023 Equity

MORTGAGE

THIS MORTGAGE, made this 10th day of January, A. D. 19 57, by and between EDGAR H. ANDERKIN and JANET ANDERKIN, 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 SIX HUNDRED and FIFTY and 00/100ths Dollars ($ 12,650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of 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-FOUR AND 10/100ths Dollars ($ 64.10), commencing on the first day of March, 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 ~~XXXXXXXX~~ January 9, 1987, ~~XXX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot Number Twenty-Two (22), Block C, as shown on the Plat of Longview on the Magothy, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 33.

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

PLAINTIFFS EXHIBIT "A"

FILED

1960 OCT -7 AM 10:34

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

15—62290-8

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:

Magic Chef 36" Model 64N
Gas Range

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: Robert F. Nayden

ROBERT F. NAYDEN

Edgar H. Anderkin [SEAL]
EDGAR H. ANDERKIN

[SEAL]

Janet Anderkin [SEAL]
JANET ANDERKIN

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 10th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edgar H. Anderkin and Janet Anderkin, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Robert F. Nayden
ROBERT F. NAYDEN Notary Public.

Rec'd for record Jan. 11. 1957 at 12:24 P.M.
Mailed to Colonial Title Guarantee Co

STATE OF MARYLAND

245-13946

Mortgage AND CHATTELS

FROM

EDGAR H. ANDERKIN and

JANET ANDERKIN, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Recorded for record ... M. ... &c.,
o'clock
Liber
Folio
of the Land Records of ...
and examined per
Clerk.

Cost of Record, $ 1450

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 JAN 11 PM 12:24
& RECORDED IN LIBER GTC
NO. 1092 FOLIO 56
GEO. I. CROMWELL, CLERK

Sent 11 ... 42931 D.H. Examiner
Approved by ...
Book for Record ...

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EDGAR H. ANDERKIN AND

JANET ANDERKIN, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,023 Equity

LIBER 128 PAGE 473

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Edgar H. Anderkin and Janet Anderkin, his wife

to Baltimore Federal Savings and Loan Association

dated the 10th day of January 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092 Folio 56 .

Amount of Mortgage	$12,650.00
Less - amount paid on principal	602.09
	12,047.91
Plus - interest to 11/3/60	501.51
	12,549.42
Plus - overdraft in expense account	33.37
	12,582.79

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 5th day of October 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.

AS WITNESS my hand and Notarial Seal.

FILED

1960 OCT -7 AM 10:34

Clara M. Link

Clara M. Link Notary Public

6.

LIBER 128 PAGE 480

No. 14,023 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of October 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant s Edgar H. Anderkin and Janet Anderkin, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they ha ve not been ordered to report for induction under the Selective Training and Service Act of 1940, that 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 OCT -7 AM 10:33

7

xxMortgagexxxxAttorney's Bond.

LIBER 10 PAGE 431

I-369

LIBER 128 PAGE 481

315847

227 ST PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N Y

Equity No. 14,023

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, SIX HUNDRED AND 00/100 ($12,600.00) - - - - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 11th -

day of November - - - - in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Edgar H. Anderkin and Janet Anderkin his wife, to the Baltimore Federal Savings and Loan Association

bearing date the 10th day of January nineteen hundred and fifty-seven

and recorded among the Land Records of Anne Arundel County, in Libe G.T.C.

No. 1092, Folio 56, and

Lot 22 Block "C" Louise 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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

xxxxxx As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 15 day of November 1960

George T. Cromwell, Clerk

1960 NOV 15 P 11:47

8

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bldg.
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 Edgar H. Anderkin and Janet Anderkin, his wife to Baltimore Federal Savings and Loan Association, dated January 10th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092 folio 56 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, NOVEMBER 16th, 1960 at 3:50 P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County on the north side of Louise Lane, third house east of Doris Drive, Longview on the Magothy, near south shore of Magothy River, Arnold Post Office, having a frontage of 75 feet with a depth of 150 feet and described as follows:

BEING known and designated as Lot Number Twenty-Two (22), Block C, as shown on the Plat of Longview on the Magothy, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 33.

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; and to an easement 7½ feet in width along the easternmost outline of the above property for drainage.

The improvements consist of a 1½ story detached asbestos shingle dwelling, containing 5 rooms, 1 bath, forced hot air gas fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance or 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

N-10

No. 9

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 482

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1960

We hereby certify, that the annexed

Attorney's Sale

Edgar H. Anderkin

Equity No. 14,023

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of November, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 NOV 15 PM

By: L. W. Tilghman

WALTER S. CALWELL, **Attorney Named in Mortgage**	:	**IN THE CIRCUIT COURT**
	:	**FOR**
VS.	:	**ANNE ARUNDEL COUNTY**
EDGAR H. ANDERKIN AND **JANET ANDERKIN, HIS WIFE**	:	**(In Equity)**

Equity No. 14,023

LIBER 128 PAGE 433

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **January 10th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092 folio 56** from said **Edgar H. Anderkin and Janet Anderkin, his wife** to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in **"The Maryland-Gazette"** a newspaper published in **Anne Arundel** County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the **16th** day of **November,** ~~xx~~ **1960 at 3.50 P.M.,** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 22, Block C, as shown on the Plat of Longview on the Magothy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 33; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

1960 NOV 18 AM 10:01

10

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Edgar H. Anderkin and Janet Anderkin, his wife to Baltimore Federal Savings and Loan Association, dated January 10th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092 folio 56 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, NOVEMBER 16th, 1960 at 3:50 P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County on the north side of Louise Lane, third house east of Doris Drive, Longview on the Magothy, near south shore of Magothy River, Arnold Post Office, having a frontage of 75 feet with a depth of 150 feet and described as follows:

BEING known and designated as Lot Number Twenty-Two (22), Block C, as shown on the Plat of Longview on the Magothy, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 33.

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; and to an easement 7½ feet in width along the easternmost outline of the above property for drainage.

The improvements consist of a 1½ story detached asbestos shingle dwelling, containing 5 rooms, 1 bath, forced hot air gas fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance or 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

N-10

LIBER 128 PAGE 484

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twelve Thousand, three hundred ($12,300.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **17th** day of **November, 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

11

ORDER NISI

Walter S. Calwell,

Attorney Named in Mortgage

versus

Edgar H. Anderkin and

Janet Anderkin, His Wife

LIBER 128 PAGE 485

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,023 Equity

Ordered, this 18th day of November, 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 27th 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 27th day of December next.

The report states that the amount of sale was $ 12,300.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 NOV 18 AM 10:01

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,

Attorney Named in Mortgage

versus

Edgar H. Anderkin and

Janet Anderkin, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of December, 19 60 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1960 DEC 30 PM 1:30

D. Bruce Dunbar
JUDGE.

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 123 PAGE 486

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,023 Equity
Walter S. Calwell,
Attorney Named in Mortgage
versus
EDGAR H. ANDERKIN and JANET ANDERKIN, his wife

Ordered, this 18th day of November, 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 be shown on or before the 27th 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 27th day of December next.

The report states that the amount of said sale was $12,300.00.

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

D-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 29, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,623

Edgar H. Anderkin

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 December, 1960. The first insertion being made the 22nd day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H Tilghman

FILED

No. M. G. 1960 DEC 29 PM 3:05

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Edgar H. Anderkin
and
Janet Anderkin, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,023 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.

January 19, 1961

FILED
1961 JAN 24 AM 9:44

14

LIBER 128 PAGE 488

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Edgar H. Anderkin and Janet Anderkin, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	401	77	451	77
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	50	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	204	27
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,699	23	11,699	23
			12,411	27
Amount of mortgage claim filed	12,582	79		
Interest @ 4½% on principal balance of $12,047.91 from 11/3/60 to 2/28/61 - 3 months 25 days	173	19		
	12,755	98		
Cr. Amount allowed above	11,699	23		
Balance subject to decree in personam	1,056	75		

15.

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960				
Nov.	16	Proceeds of Sale	12,300 00	
		Interest on deferred payment to 12/31/60	92 25	12,392 25
		Refund 1960 State and County taxes ($156.04) - 1 month 14 days	19 02	19 02
				12,411 27

16

LIBER 128 PAGE 490

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Edgar H. Anderkin

and

Janet Anderkin, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,023 Equity.

ORDERED, This 24th day of January, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of 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 27th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of March, 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. Attorney

FILED

1961 MAR -1 PM 2:36

Matthew S. Crane

Judge

17.

LIBER 128 PAGE 491

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,023 Equity
Walter S. Calwell,
Attorney named in Mortgage
versus
EDGAR H. ANDERKIN and JANET ANDERKIN, his wife

Ordered, this 24th day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of 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 27th 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 27th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-9

OFF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,023 Auditor Account

Edgar H. Anderkin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1961. The first insertion being made the 26th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 19261 1961 FEB 27 PM 1:13 By H. Tilghman

18.

H. ALLEN MEZGER, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	OF
LE ROY L. BOLGER and	*	ANNE ARUNDEL COUNTY
ELAINE G. BOLGER, his wife	*	Equity No. 13,991

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1960 SEP 23 AM 11:12

1

JB

LIBER 958 PAGE 586

LIBER 128 PAGE 493

No. 13,991 Equity

55 Stamps Required 13.75

THIS MORTGAGE, Made this 22nd day of August - - -, in the year one thousand nine hundred and fifty-five, between LEROY L. BOLGER and ELAINE G. BOLGER, his wife - - - - - - - - -, of the County of Anne Arundel-, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Thirteen Thousand Eight Hundred ($13,800) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of One Hundred Thirty-Five ($135.00) - - - - - - - - - commencing on the tenth - - - -day of October 1955, and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - -, and described as follows:

BEGINNING BEING known and designated as Lots Nos. Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Section U of Riviera Beach with a total frontage of about One Hundred Fifty (150) feet on Meadow Road, as shown on a plat of Riviera Beach, filed among thePlat Records of Anne Arundel County in Plat Book 3, folio 17.

LOTS NOS. Twenty-Three (23) and Twenty-Four (24) being the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by The Riviera Beach Company, to the said mortgagors.

LOTS NOS. Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28) being the same lots of ground which by deed dated November 7th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 654, folio 77, were granted and conveyed by John Luther Dagenhart and Willie Bernice Dagenhart, his wife, to the said mortgagors.

MEZGER & MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1960 SEP 23 AM 11:12

2

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, inoluding 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 sucoessors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its suooessors or assigns, in some company aoceptable to the mortgagee, its suooessors or assigns, to the extent of its lien thereon and to deliver the polioy and all renewal receipts to the mortgagee, its sucoessors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the tenth - - - - - - - - - - - - - - - - - day of each and every month the sum of Twenty ($20.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt
Betty Lou Vogt

LeRoy L. Bolger (SEAL)
LeRoy L. Bolger

Elaine G. Bolger (SEAL)
Elaine G. Bolger

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of August - - 1955 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared LeRoy L. Bolger and Elaine G. Bolger, his wife - -

known to me (or satisfactorily proved) to be the person s whose name s are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt, Notary Public

My Commission Expires May 6th, 1957.

Recorded: August 25, 1955 at 2.45 PM

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

5

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 20th day of September, 1960.

ATTEST:

E. Jane Rusinek

E. Jane Rusinek

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, President

SM—8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

ARUNDEL FEDERAL SAVINGS AND LOAN

TO

ASSOCIATION OF BALTIMORE CITY

H. ALLEN MEZGER

Received for Record [illegible] 53

at [illegible] o'clock [illegible] M. Same day

recorded in Liber [illegible] No. 1

Folio [illegible] etc., one of the [illegible]

Anne Arundel

Records of [illegible] County, and examined.

[illegible] RECORDED IN LIBER GT

No. 958 FOLIO 589

GEO. J. CROMWELL, CLERK

Per

Clerk.

MEZGER AND MEZGER

ATTORNEYS AND COUNSELLORS AT LAW

PARK AVENUE BUILDING (4th FLOOR)

PARK AVENUE AND SARATOGA STREET

BALTIMORE - 1, MD.

LIBER 128 PAGE 498

H. Allen Mezger, Assignee

VS

LeRoy L. Bolger
and
Elaine G. Bolger, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 13,991

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 13,800.00
Less - Total amount paid on account of Principal	$3553.21	
Less - Credit Expense Account	70.01	3,623.22
Net Balance	$3623.22	$ 10,176.78
Plus accumulated interest to Sept. 30th, 1960 (with interest thereafter at rate of 6% per annum)		102.72
Total Amount of Mortgage Indebtedness		$ 10,279.50

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: [signature]
Treasurer
Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 22nd day of September in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer, Arundel Federal Savings and Loan Association of Baltimore City, the Plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1, 1961.

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE, MD.

FILED
1960 SEP 23 AM 11:12

6

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

H. Allen Mezger, Assignee

vs.

LeRoy L. Bolger and

Elaine G. Bolger, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

LIBER 128 PAGE 499

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

Eq. # 13991

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Arundel Federal Savings and Loan Association of Baltimore City

By: John P. Helmer

John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 26th day of September 1960

Gary S. Wasl
Notary Public

GARY S. WASL NOTARY PUBLIC BALTIMORE, MD.

FILED
1960 NOV -1 AM 10:34

Jud. 14042.
Assignee
~~[illegible]~~ BOND

LIBER 10 PAGE 416

No. 13,991 Equity

LIBER 128 PAGE 500

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 West Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Five Hundred and No/100 ($10,500.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of November in the year of our Lord nineteen hundred and sixty

WHEREAS, the above bounden H. Allen Mezger by virtue of an assignment of a power contained in mortgage from LeRoy L. Bolger and Elain G. Bolger, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated August 22, 1955 and recorded in Liber GTC No. 958 folio 586 etc., one of the Land Record Books of Anne Arundel County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him by assignment of power in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Janet L. Burns
Janet L. Burns

H. Allen Mezger [SEAL]
H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans Attorney-in-Fact

ATTEST:

Carol Armstrong
Carol Armstrong

FILED
1960 NOV -1 AM 10:34

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

MEZGER & MEZGER
ATTORNEYS
200 West Saratoga St.
Baltimore 1, Maryland

Assignee's Mortage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

Improved by two -one story frame dwellings, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated August 22, 1955, from LeRoy L. Bolger and Elaine G. Bolger, his wife said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 958 folio 586, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on:

WEDNESDAY, NOVEMBER 16, 1960 at 2:00 P.M.

The following described property:

Being known and designated as Lots Nos. Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Section U of Riviera Beach with a total frontage of about One Hundred Fifty (150) feet on Meadow Road, as shown on a plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book 3, folio 17.

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 percent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. Allen Mezger, Assignee
E. T. Newell & Co., Inc.,
Auctioneers

N-10

No

9

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 501

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1960

We hereby certify, that the annexed

Assignee's Mortgage Sale

LeRoy L. Bolger

Equity #13991

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of November, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 NOV 15

By D. V. Tilghman

...

LIBER 128 PAGE 502

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
LeRoy L. Bolger and	*	ANNE ARUNDEL COUNTY
Elaine G. Bolger, his wife	*	Equity No. 13991

* * * * * * *

CERTIFICATION

We hereby certify, that on the 16th day of November , 1960, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City the fee simple property described as follows:

Being known and designated as Lots Nos. Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Section U of Riviera Beach with a total frontage of about One Hundred Fifty (150) feet on Meadow Road, as shown on a plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book 3, folio 17.

at and for the price of Six Thousand ($6,000.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Harry C. Miller, its/Vice President.

E.T. NEWELL & CO., INC., AUCTIONEERS

By: Harry C. Miller
Harry C. Miller,

I/We hereby certify that I/We purchased the above described property at and for the price of Six Thousand ($6,000.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.

FILED

1960 NOV 18 AM 10:07

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

10

LIBER 128 PAGE 503

H. ALLEN MEZGER, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
LeROY L. BOLGER and	*	ANNE ARUNDEL COUNTY
ELAINE G. BOLGER, his wife	*	Equity No. 13991

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from LeRoy L. Bolger and Elaine G. Bolger, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in said mortgage dated August 22nd, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 958, folio 586, which mortgage was duly assigned on September 21st, 1960 to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Wednesday, November 16th, 1960 at 2:00 o'clock p.m., attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Six Thousand ($6,000.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

1960 NOV 18 AM 10:07

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1st, 1961

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

ORDER NISI

H. ALLEN MEZGER, Assignee

versus

LEROY L. BOLGER and

ELAINE G. BOLGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,991 Equity

LIBER 128 PAGE 505

Ordered, this 18th day of November, 1960, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of December next.

The report states that the amount of sale was $6,000.00

FILED 1960 NOV. 18 AM 10:07

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

LEROY L. BOLGER and

ELAINE G. BOLGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of January, 1961 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.

1961 JAN -6 PM 2:18

13

LIBER 128 PAGE 506

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,991 Equity
H. Allen Mezger, Assignee
versus
LEROY L. BOLGER and ELAINE G. BOLGER, his wife

Ordered, this 18th day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of December next.

The report states that the amount of sale was $6,000.00.

GEORGE T. CROMWELL, Clerk.

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

D-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,991

Leroy L. Bolger

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 December, 1960. The first insertion being made the 22nd day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1961 JAN -5 PM 3:39

14

LIBER 128 PAGE 507

In the Case of

H. Allen Mezger,
Assignee
vs.
LeRoy L. Bolger
and
Elaine G. Bolger, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,991 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

January 18, 1961

FILED

1961 JAN 21 AM 11:04

15

Dr. in ac.

H. Allen Mezger, Assignee vs. LeRoy L. Bolger and Elaine G. Bolger, his wife

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	210	00	260	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	54	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	16	35		
Maryland Casualty Co. - bond premium	42	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Joseph J. Blimline, Jr. - notary fees	1	00		
Gary S. Wase - notary fee		50	176	99
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,511	51	5,511	51
			6,000	00
Amount of mortgage claim filed	10,279	50		
Interest at 6% on principal balance of $10,176.78 from 9/30/60 to 2/27/61 - 4 months 27 days	249	34		
	10,528	84		
Cr. Amount allowed above	5,511	51		
Balance subject to decree in personam	5,017	33		

16

with - H. Allen Mezger, Assignee Cr.

1960				
Nov.	16	Proceeds of Sale	6,000 00	6,000 00
				6,000 00

ORDER NISI LIBER 128 PAGE 510

H. Allen Mezger,
Assignee
VERSUS
LeRoy L. Bolger
and
Elaine G. Bolger, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,991 Equity.

ORDERED, This 21st day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of 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 27th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of March, 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 MAR -2 PM 3:11

D Bowie Duckett

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 511

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,991

Auditor Account

Leroy L. Bolger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1961. The first insertion being made the 26th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,991 Equity
H. Allen Mezger, Assignee
VERSUS
LEROY L. BOLGER and ELAINE G. BOLGER, his wife

Ordered, this 21st day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of 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 27th day of February next.

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

F-9

No. M. C. 12259

1961 FEB 28 PM

19.

LIBER 128 PAGE 512

JOHN O. DUMLER,	:	
ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILEY C. GILLS AND	:	ANNE ARUNDEL COUNTY
ANN GILLS, his wife	:	(IN EQUITY)
	:	Equity No. 13,952

: : : : : : : :

MR. CLERK:

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

John O. Dumler

Attorney named in Mortgage

FILED

1960 AUG 31 AM 10:26

Form 812

in MORTGAGE

[DR.—CITY OR COUNTY]

vs.
WILEY C. GILLS and
ANN GILLS, his wife

Mortgage

LIBER 1208 PAGE 421

PLAINTIFF'S EXHIBIT "A"

LIBER 128 PAGE 513

THIS MORTGAGE, Made this twenty-seventh day of May, in the year Nineteen Hundred and fifty-eight, by and between Wiley C. Gills and Ann Gills, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagors, and CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Six Thousand Five Hundred Dollars ($ 6,500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Six Thousand Five Hundred Dollars ($ 6,500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty-five Dollars ($ 55.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of July, 19 58 , and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

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

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

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

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

BEING known and designated as Lots Numbered Eighty-seven (87), and Eighty-eight (88) as shown on the Plat of Margate, which said Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 1, Rod No. X, Plat No. 3 (F.S.R. No. 3, folio 3).

BEING the same lots 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, were granted and conveyed by Oda W. Gaitley, et al, unto the herein named Mortgagors.

FILED

1960 AUG 31 AM 10:25

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Wiley C. Gills (SEAL)
Wiley C. Gills

Helena Reymann
Helena Reymann

Ann Gills (SEAL)
Ann Gills

_____ (SEAL)

_____

_____ (SEAL)

5

LIBER 128 PAGE 516

LIBER 1208 PAGE 424

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this twenty-seventh day of May , 1958 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Wiley C. Gills and Ann Gills, his wife, known to me to be

the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

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

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

1050

Helena Reymann
Helena Reymann Notary Public

My commission expires May 4, 1959

Rec'd for record June 3 1958 at 12:21 P.M.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

(3) Mortgage

FROM

WILEY C. GILLS

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

1958 JUN -3 PM 12:21

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

10 50

File No. 5668-T

Property: Lots 87-88 Margate

Description approved

Execution approved

JOHN O. DUMLER, LIBER 128 PAGE 517

ATTORNEY NAMED IN MORTGAGE :

vs. :

WILEY C. GILLS and :

ANN GILLS, his wife :

: : : : : : : :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

Equity No. 12,952

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 Charles F. Loos, Vice President of Capital Savings and Loan Association, Inc., and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief,

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

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

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

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

Charles F. Loos
Charles F. Loos Affiant

SUBSCRIBED AND SWORN to before me, a Notary Public for the State of Maryland, City of Baltimore, this 7th day of August, 1960.

Isabelle Bowes Notary Public

My Commission expires May 1, 1961

FILED

1960 AUG 31 AM 10:26

6

LIBER 128 PAGE 518

JOHN O. DUMLER	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILEY C. GILLS and	:	
ANN GILLS, his wife	:	(IN EQUITY)
	:	Equity No. 13,952

.....oOo.....

STATEMENT OF MORTGAGE DEBT

Amount of mortgage dated May 27, 1958	$ 6,500.00
Amount paid thereon to October 1, 1960	360.49
Balance due on mortgage as of October. 1, 1960	6,139.51

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 30th day of August, in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John O. Dumler, Attorney named in Mortgage, 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.

Helena Reymann
Helena Reymann
Notary Public

My commission expires May 1, 1961

FILED
1960 AUG 31 AM 10:26

7

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

Equity 13,952

LIBER 128 PAGE 519

LIBER 101 PAGE 372

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND AND 00/100 ($7,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of September in the year of our Lord 1960

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Wiley C. Gills and Ann Gills, his wife

to Capital Savings and Loan Association, Inc.

bearing date the 27th day of May, 1958 and recorded among the mortgage records of Anne Arundel County

in Liber G.T.C. No. 1208 Folio 421 and John O. Dumler

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

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

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Helena C. Reymann
HELENA C. REYMANN

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

By E. V. Shockley
E. V. Shockley *Attorney-in-Fact*

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

FILED

1960 SEP 24 AM 9:48

Bond approved this 24 day of September 1960

George T. Cromwell, Clerk

KOHLERMAN and DUMLER,
Solicitors
1406 Fidelity Bldg.
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

LOTS 87 & 88, MARGATE
FIFTH DISTRICT OF
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Wiley C. Gills and Ann Gills, his wife, to Capital Savings and Loan Association Inc., dated May 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1208, folio 421, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage, will sell at Public Auction, on the premises, on

Wed., October 5, 1960
at 1:00 o'clock P. M.

All those lots of ground situate and lying in the Fifth District of Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lots Numbered Eighty-seven (87), and Eighty-eight (88) as shown on the Plat of Margate, which said Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 1 Rod No. X, Plat No. 3 (F.S.R. No. 3, folio 3). Said lots being at the south east corner of Leymar Road and Northdale Road and fronting 100 feet more or less on Leymar Avenue as shown on said plat

The above property is in fee and is improved by a frame dwelling. Subject to restrictions of record.

TERMS OF SALE: A cash deposit of $700.00 will be required of the purchaser at time and place of sale. Balance of purchase money, upon final ratification of sale by the Circuit Court for Anne Arundel County to bear interest from date of sale to date of settlement at six per cent (6) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in mortgage
ALEX COOPER
Auctioneer

S-29

No. 9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 520

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1960

We hereby certify, that the annexed

Mortgage Sale

Wiley C. Gills 13.952

Lots 87 & 88, Margate

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of October, 1960. The first insertion being made the 8th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

OCT -6 AM 9:84

By D. Tilghman

LIBER 128 PAGE 521

John O. Dumler,
Attorney named in Mortgage,

Vs

Wiley C. Gills and
Ann Gills, his wife

In The Circuit Court

For

Anne Arundel County
(In Equity)

KOHLERMAN and DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

LOTS 87 & 88. MARGATE
FIFTH DISTRICT OF
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Wiley C. Gills and Ann Gills, his wife, to Capital Savings and Loan Association Inc., dated May 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1208, folio 421, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage, will sell at Public Auction, on the premises, on

Wed., October 5, 1960
at 1:00 o'clock P. M.

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Being known and designated as Lots Numbered Eighty-seven (87), and Eighty-eight (88) as shown on the Plat of Margate, which said Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 1 Rod No. X, Plat No. 3 (F.S.R. No. 3, folio 3). Said lots being at the south east corner of Leymar Road and Northdale Road and fronting 100 feet more or less on Leymar Avenue as shown on said plat

The above property is in fee and is improved by a frame dwelling. Subject to restrictions of record.

TERMS OF SALE: A cash deposit of $700.00 will be required of the purchaser at time and place of sale. Balance of purchase money, upon final ratification of sale by the Circuit Court for Anne Arundel County to bear interest from date of sale to date of settlement at six per cent (6) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in mortgage
ALEX COOPER
Auctioneer

S-29

Auctioneer's Certificate

I hereby certify that I have this 5th day of October, 1960, sold the property descrived in the attached advertisement of sale at and for the sum of $ 5,100.00 to Capital Savings and Loan Association, Inc., being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By. Joseph I. Cooper
Joseph I. Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 5th day of October, 1960, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $ 5,407.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Charles F. Loos
Purchaser

Test:
Romana Byrnes
Romana Byrnes

Capital Savings & Loan Association, Inc.
BY; Charles F. Loos, Vice President

FILED
1960 OCT -7 AM 9:23

10

LIBER 128 PAGE 522

JOHN O. DUMLER,	:	
ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILEY C. GILLS AND	:	ANNE ARUNDEL COUNTY
ANN GILLS, his wife	:	(IN EQUITY)

: : : : : : : : :

REPORT OF SALE

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Fifth day of October, 1960 at 1:00 p.m. sell on the premises, the aforesaid fee simple property unto Capital Savings and Loan Association, Inc., at and for the sum of Fifty-four Hundred Dollars ($5,400.00) cash, the said Capital Savings and Loan Association, Inc., having offered the greatest price therefore.

John O. Dumler, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 1st, 1961

FILED

1960 OCT -7 AM 9:23

ORDER NISI

John O. Dumler,

Attorney Named in Mortgage

versus

Wiley C. Gills and

Ann Gills, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,952 Equity

LIBER 128 PAGE 523

Ordered, this 7th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by John O. Dumler, Attorney Named in the Mortgage Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

The report states that the amount of sale was ~~xxxxxx~~ $ 5,400.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 OCT 7 AM 9:23

TEST: Clerk.

(Final Order)

John O. Dumler

Attorney Named in Mortgage

versus

Wiley C. Gills and

Ann Gills, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of November, 1960 that the sale made and reported by the ~~xxxxxx~~ 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 ~~xxxxxx~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

FILED

1960 NOV 16 PM 2:24

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 524

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,952 Equity
John O. Dumler, Attorney named in Mortgage
VERSUS
WILEY C. GILLS and ANN GILLS, his wife

Ordered, this 7th day of October, 1960, That the sale of the Property in the proceedings mentioned made and reported by John O. Dumler, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of November next.

The report states that the amount of sale was $5.400.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
n-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,952

Wiley C. Gills

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 November, 1960. The first insertion being made the 13th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 1-75-26 1960 NOV 10 PM 4:40

13

LIBER 128 PAGE 525

JOHN O. DUMLER, Attorney named in Mortgage VS. WILEY C. GILLS and ANN GILLS, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) 13954

.....oOo.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of Capital Savings and Loan Association, Inc., Plaintiff in the above entitled case, respectfully represents unto Your Honor:

1. That on August 31, 1960, John O. Dumler, Attorney named in the Mortgage, filed an Order to docket suit for the sale of the property more fully described in a mortgage filed with said Order, and marked as "Plaintiff's Exhibit A".

2. That on the same day a statement of the amount due on said mortgage and the Military Affidavit were filed.

3. That on September 24, 1960, the said Attorney filed his approved bond in the amount of Seven Thousand Dollars ($7,000.00).

4. That on October 5, 1960, the said Attorney sold the property described in said mortgage unto the Capital Savings and Loan Association, Inc., at and for the sum of Five Thousand Four Hundred Dollars ($5,400.00), and reported said sale to this Honorable Court on October 7, 1960.

5. That an Order Nisi was issued on said sale, and on November 16, 1960, the final Order of Ratification was signed.

6. That on November 9, 1960, the said John O. Dumler departed this life without having executed a deed to the purchaser, or receiving the purchase price, and making his disbursements under the jurisdiction of this Honorable Court.

WHEREFORE, Your Petitioner prays Your Honor to pass an Order appointing Paul Beall Trustee to execute a deed to the purchaser, and to receive the purchase price, and to distribute the proceeds under the

jurisdiction of this Honorable Court, and generally to do all things necessary to conclude said foreclosure.

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

BY

Carl F. Dockman

Carl F. Dockman, President

CAPITAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1907 MARYLAND

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this thirtieth day of December, in the year one thousand nine hundred and sixty , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Carl F. Dockman, President of Capital Savings and Loan Association, Inc., and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 1, 1961

15

UPON the foregoing Petition and Affidavit, it is this 4th day of January, 1961, ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (in Equity) that Paul Beall be and he is hereby appointed Trustee to execute the deed to the purchaser of the property more fully described in "Plaintiff's Exhibit A", filed in the above entitled case, upon the final ratification of the sale, to receive the purchase price, and to disburse the same under the jurisdiction of this Court, and generally to do all things to conclude the proceedings pending therein, upon his filing approved corporate bond in the penalty of Seven Thousand Dollars ($7,000.00).

Benjamin Michaelsen
Judge

FILED

1961 JAN -4 PM 3:08

LIBER 10 PAGE 476

LIBER 128 PAGE 528

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

Equity No. 13,958

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall, 1406 Fidelity Building, Baltimore 1, Maryland .... as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND AND 00/100 ($7,000.00) - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of January in the year of our Lord 1961.

Whereas, the above bounden Paul Beall by virtue of the power contained in a mortgage from Wiley C. Gills and Ann Gills, his wife to Capital Savings and Loan Association, Inc. bearing date the 27th day of May, 1958 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1208 Folio 421 and Paul Beall 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 Paul Beall do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Helena C Reymann — Paul Beall (SEAL)
Paul Beall

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Witness:

D. Anthony
D. Anthony *As to Surety*

By Clinton A. Killam, Jr. *Attorney-in-Fact*
Clinton A. Killam, Jr.

Bond approved this 10th day of January, 1961
George T. Cromwell, Clk.

MD3228a—500, 10-57 147535
Mortgagee's or Attorney's Bond

FILED
1961 JAN 10 AM 9:46

In the Case of

John O. Dumler,
Attorney named in Mortgage
VS.
Wiley C. Gills
and
Ann Gills, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,952 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. Ecklund
Auditor.

January 27, 1961

FILED

1961 JAN 31 PM 0:30

Mar th

LIBER 128 PAGE 530

Dr. John O. Dumler, Attorney named in Mortgage and Ann Gills, his wife vs. Wiley C. Gills in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	194	65	269	65
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	36	75		
Auditor - stating this account	13	50	60	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	22	70		
Fidelity & Deposit Co. of Md. - premium on J. O. Dumler bond	10	00		
Fidelity & Deposit Co. of Md. - premium on Paul Beall bond	28	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	02		
One-half State documentary stamps	6	05		
Antoinette M. Granese - notary fees	1	00		
Helena Reymann - notary fee		50	182	79
To Attorney for Taxes, viz: 1960 State and County taxes and interest to January, 1961 ($105.02) - adjusted to 10/5/60 - 9 months 5 days	70	27	70	27
To Capital Savings & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	4,921	65	4,921	65
			5,504	61
Amount of mortgage claim filed	6,139	51		
Interest thereon @ 6% from 10/1/60 to 3/1/61 - 4 months	122	79		
	6,262	30		
Cr. Amount allowed above	4,921	65		
Balance subject to decree in personam	1,340	65		

with

- Paul Beall, Trustee

Cr.

1960							
Oct.	5	Proceeds of Sale	5,400	00			
		Interest on deferred payment-					
		3 months 8 days	88	20	5,488	20
		Refund 1960 water and sewer benefit					
		charges - 2 months 25 days	16	41	16	41
					5,504	61

ORDER NISI

LIBER 128 PAGE 532

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

John O. Dumler,

Attorney named in Mortgage

VERSUS

Wiley C. Gills

and

Ann Gills, his wife

No. 13,952 Equity.

ORDERED, This 31st day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of 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 6th day of March next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of March, 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.

O. Bowie Duckett

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 533

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 13,952 Equity

John O. Dunkler, Attorney named in Mortgage

versus

WILEY C. GILLS and ANN GILLS, his wife

Ordered, this 31st day of January, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each in three successive weeks before the 6th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27 19 61

We hereby certify, that the annexed

Order Nisi Eq 13,952

Auditor Account

Willey C. Gills

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of March, 1961. The first insertion being made the 2nd day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

No. M. G. 19294 FEB 27 PM 1:13

LIBER 128 PAGE 534

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CLAYTON A. REEDY AND JACQUELINE C. REEDY, his wife,	*	NO. 14,084 EQUITY
	*	
	*	IN
	*	
	*	THE CIRCUIT COURT
	*	
	*	FOR
	*	
	*	ANNE ARUNDEL COUNTY

****

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket the above case, file original mortgage, miliary affidavit and statement of mortgage claim.

and enter my appearance.

Marvin I. Anderson

Marvin I. Anderson, Attorney
named in the mortgage

FILED

1960 NOV -9 AM 11:45

Purchase Money

THIS MORTGAGE, Made this 12" day of July - - - - - - - - - - - - -

in the year nineteen hundred and fifty-six - - - - - - by and between CLAYTON A. REEDY and JACQUELINE C. REEDY, his wife, -

Mortgagors of the Rockville, - - - - - - in the State of Maryland, of the first part, and RAYMOND R. EDWARDS and ELSIE JUNE EDWARDS, his wife, - - - - - - - - - , Mortgagees, of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full and just sum of Seven thousand dollars, being the balance of the purchase money for the hereinafter described property, for the proper payment whereof the said Mortgagors have passed to the said Mortgagees, their joint and several promissory note of even date herewith for the sum of Seven thousand dollars, with interest thereon at the rate of five per centum per annum, payable $60.00 monthly on the 16" day of each succeeding month, said payments to be applied first to the payment of interest at the rate of 5% per annum on the unpaid principal and the balance on account of the unpaid principal sum. The said Mortgagors to have the right and privilege of making larger payments or paying all of said indebtedness at any time.

AND WHEREAS, it was a condition precedent to the said indebtedness that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors, Clayton A. Reedy and Jacqueline C. Reedy, his wife, - do - - grant and convey unto the said Raymond R. Edwards and Elsie June Edwards, his wife, as tenants by the entireties/ their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the First Election District of Anne Arundel/ County, State of Maryland

All those lots, pieces or parcels of ground situate, lying a nd being in the First Election District of Anne Arundel County aforesaid, being known and designated as lots Numbers eight (8) and nine (9) of Section "V" of Beverley Beach, said lots having an aggregate frontage of fifty (50) feet on Lakeview Avenue and being one hundred forty-five (145) feet deept, all as shown on the plat of Beverley Beach recorded among the Plat Records of Anne Arundel County formerly in Plat Book F.S.R. No. 4 folio 31; then filed in Cabinet 1, Rod A-5, plat 16; now filed in Plat Book 10 folio 9.
BEING the same property which was conveyed to the said Clayton A. Reedy and Jacqueline C. Reedy, his wife, by Raymond R. Edward and Elsie June Edwards, his wife, et al by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage. Subject to the conditions and restrictions referred to in said deed.

FILED

1960 NOV -9 AM 11:45

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, as tenants by the entireties, their - - - heirs and assigns, forever.

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

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or Marvin I. Anderson their 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 fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Marvin I. Anderson 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 Seven thousand - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said 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:

Myrtle Sturm
Myrtle Sturm

Clayton A. Reedy [SEAL]
Clayton A. Reedy

Jacqueline C. Reedy [SEAL]
Jacqueline C. Reedy

[SEAL]

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this 16 day of July - - - - in the year one thousand nine hundred and fifty-six - - - before me, a Notary Public - - - - of the State of Maryland, in and for the County aforesaid, personally appeared Clayton A. Reedy and Jacqueline C. Reedy, 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 Raymond R. Edwards, one of the within named mortgagees - 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 seal Notarial,

Rec'd for record July 16 1956 at 12:21 P.M.

Mailed to Raymond R. Edwards

Myrtle Sturm
Myrtle Sturm Notary Public

4

In the Matter of the Sale of the Mortgaged Real Estate of Clayton A. Reedy and Jacqueline C. Reedy, his wife,

* No. 14,084 Equity
* In the Circuit Court
* for
* Anne Arundel County

LIBER 128 PAGE 538

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, } ss:

I hereby certify that, on this 7th day of November, 19 60, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Raymond E Edwards and Elsie June Edwards, his wife,

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

Clayton A. Reedy and Jacqueline C. Reedy, his wife,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 7th day of November, 19 60.

Notarial Seal

Myrtle Sturm Notary Public.

My Commission will expire on: May 1, 1961

Filed,

FILED
1960 NOV -9 AM 11:46

6

LIBER 128 PAGE 539

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CLAYTON A. REEDY AND JACQUELINE C. REEDY, his wife,	*	NO. 14,084 EQUITY
	*	IN
	*	THE CIRCUIT COURT
	*	FOR
	*	
	*	ANNE ARUNDEL COUNTY
	*	

* * *** *****

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of Raymond E. Edwards and Elsie June Edwards, his wife, under purchase money mortgage from Clayton A. Reedy and Jacqueline C. Reedy, his wife, dated July 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1045 folio 215:

Amount of mortgage dated July 12, 1956	$7,000.00
Less amounts paid on account	1,387.92
Balance as of July 16, 1960	$ 5,612.08
Interest from July 16, 1960 to January 16, 1961	140.30
State and County taxes paid by mortgagees on property described in above mortgage: 1959 State & Co. & 1960 State & County	266.72
Insurance Premiums from October 19,1960	67.50
	$6,086.60

Raymond E. Edwards

Elsie June Edwards

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT"

I hereby certify that on this 7th day of November in the year 1960, before me, the subscriber, a Notary Public of the

FILED
1960 NOV -9 AM 11:46

State of Maryland in and for the County aforesaid, personally appeared Raymond E. Edwards and Elsie June Edwards, his wife, and each made oath in due form of law that the foregoing account is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

As Witness my hand and seal Notarial,

Myrtle Stevens
Notary Public

My commission expires: May 1, 1961.

8

LIBER 10 PAGE 428

LIBER 128 PAGE 541

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CLAYTON A. REEDY AND JACQUELINE C. REEDY, his wife : NO. 14,084 EQUITY : IN : THE CIRCUIT COURT : FOR : ANNE ARUNDEL COUNTY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixty-five hundred ($6500.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 14th day of November in the year nineteen hundred sixty.

WHEREAS, the above bounded Marvin I. Anderson, by virtue of the power contained in a mortgage from Clayton A. Reedy and Jacqueline C. Reedy, his wife, to Raymond R. Edwards and Elsie June Edwards, his wife, dated July 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1045, folio 215, and,

WHEREAS, default having occurred in the payment of said mortgage debt, interest and expenses, the said Marvin I. Anderson, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson 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. 1960 NOV 15 AM 11:10

9

LIBER 128 PAGE 542

LIBER 10 PAGE 429

IN TESTIMONY WHEREOF, the above bounden Marvin I. Anderson has set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first above written.

Signed, sealed, and delivered in the presence of

Marvin H. Anderson

Marvin I. Anderson (SEAL)

NATIONAL SURETY CORPORATION

BY: Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

Bond approved this 15th day of November, 19__

Geo. T. Cromwell, Clerk

10

14,084

ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED PROPERTY

PROPERTY ON SOUTH SIDE OF LAKEVIEW AVENUE, BEVERLEY BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from CLAYTON A. REEDY and JACQUELINE C. REEDY, his wife, dated July 12, 1956, to RAYMOND R. EDWARDS and ELSIE JUNE EDWARDS his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1045, folio 215, default, having occurred in the payment of said mortgage, the undersigned Attorney will sell at public auction to the highest bidder, at the Court House door, Church Circle, Annapolis, Maryland, on

Tues., Dec. 13, 1960
at 11:00 o'clock a. m.

All those two lots of ground and the improvements thereon situate in the First Election District of Anne Arundel County, Maryland, on the south side of Lakeview Avenue, at Beverley Beach, being known and designated as Lots numbered eight (8), and nine (9), both of Section "V" of Beverley Beach, said lots having a total frontage on the south side of Lakeview Avenue of fifty (50) feet, with a depth therefrom of one hundred forty-five (145) feet, all as shown on the Revised Plat of Beverley Beach, which plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 10, folio 9.

Being all of the same property which was conveyed from Raymond R. Edwards and wife and others to the said Clayton A. Reedy and Jacqueline C. Reedy, his wife, by deed dated July 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1045, folio 211. Subject, nevertheless to the conditions and restrictions set forth in a deed from the Beverley Beach Development Company to Raymond R. Edwards and wife, dated May 16, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. No. 624, folio 526.

Improved by a one and one-half story frame Cape Cod dwelling house with three (3) bedrooms, living room, combined dining and kitchen area, shower, toilet, wash basin, back and side concrete screened porches, pump, well, septic tank, and outdoor fireplace.

TERMS OF SALE: One thousand ($1000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

Marvin I. Anderson
Attorney Named in Mortgage
George W. Scible
Auctioneer

D-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 543

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1960

We hereby certify, that the annexed Attorney's Sale 14,084 Eq. Clayton A. Reedy

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 December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960
DEC 15 PM 1:23

By H. Tilghman

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

LIBER 128 PAGE 544

ATTORNEY'S SALE

OF VALUABLE IMPROVED PROPERTY ON SOUTH SIDE OF LAKEVIEW AVENUE, BEVERLEY BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from CLAYTON A. REEDY and JACQUELINE C. REEDY, his wife, dated July 12, 1956, to RAYMOND R. EDWARDS and ELSIE JUNE EDWARDS, his wife, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1045, folio 215, default having occurred in the payment of said mortgage, the undersigned Attorney will sell at public auction to the highest bidder at the Court House door, Church Circle, Annapolis, Maryland, on

TUESDAY, DECEMBER 13, 1960

AT 11:00 O'CLOCK A. M.

All those two lots of ground and the improvements thereon situate in the First Election District of Anne Arundel County, Maryland, on the south side of Lakeview Avenue, at Beverley Beach, being known and designated as Lots numbered eight (8) and nine (9), both of Section "V" of Beverley Beach, said lots having a total frontage on the south side of Lakeview Avenue of fifty (50) feet with a depth therefrom of one hundred forty-five (145) feet, all as shown on the Revised Plat of Beverley Beach, which plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 10, folio 9.

Being all of the same property which was conveyed from Raymond R. Edwards and wife and others to the said Clayton A. Reedy and Jacqueline C. Reedy, his wife, by deed dated July 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1045, folio 211. Subject, nevertheless to the conditions and restrictions set forth in a deed from the Beverley Beach Development Company to Raymond R. Edwards and wife, dated May 16, 1951 and recorded among the aforesaid

Land Records in Liber J. H. H. No. 624, folio 526.

Improved by a one and one-half story frame Cape Cod dwelling house with three (3) bedrooms, living room, combined dining and kitchen area, shower, toilet, wash basin, back and side concrete screened porches, pump, well, septic tank, and outdoor fireplace.

LIBER 128 PAGE 545

TERMS OF SALE: One thousand ($1000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

FILED
1960 DEC 20 PM 3:56

MARVIN I. ANDERSON
Attorney Named in Mortgage

2/

this day

~~We~~ I hereby certify that ~~we~~ I have/purchased at public acution from Marvin I. Anderson, Attorney named in the mortgage property herein described at and for the sum of Three thousand ($3,000.00) Dollars and ~~we~~ I agree to comply with the terms of sale.

Witness ~~my~~ our hands and seals this 13th day of December, 1960.

Witness: Raymond R Edwards (SEAL)

Elsie June Edwards (SEAL)

Notary Public - NC

I hereby certify that I have this day sold at public auction for Marvin I. Anderson, Attorney, the property hereby in described to Raymond R. Edwards and Elsie June Edwards, his wife at and for the sum of Three thousand ($3,000.00) dollars, they being at that prine the ~~she~~ highest bidder (s) therefor.

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

Witness:

(SEAL)
Auctioneer

Marvin I. Anderson

FILED

1960 DEC 20 PM 3:56

13

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CLAYTON A. REEDY AND JACQUELINE C. REEDY, his wife	:	NO. 14,084 EQUITY
	:	IN
	:	THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, Attorney named in mortgage, respectfully shows:

That after giving bond for the faithful discharge of his duties under the power of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner, and terms of sale by advertisement printed in The Maryland Gazette, said advertisement having been published once in each week for three successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by hand bills posted upon the premises and also posted throughout Anne Arundel County, he did, pursuant to said notice, attend at the Court House Door, Church Circle, in the City of Annapolis, Anne Arudel County, Maryland, on Tuesday, December 13, 1960, at eleven o'clock a.m., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, being known as Lots numbered eight (8), and nine (9), both of Section "V" of Beverley Beach, said lots having a total frontage on the south side of Lake View Avenue of fifty (50) feet with a depth therefrom of one hundred forty-five (145) feet, all as shown on the Revised Plat of Beverley Beach, which plat is now recorded among the Plat Records of Anne Arundel County in Plat Book No. 10, folio 9, and more particularly described by metes and bounds in the mortgage from Clayton A. Reedy and Jacqueline C. Reedy, his wife, to Raymond R. Edwards and Elsie June Edwards,

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1960 DEC 20 PM 3:56

his wife, dated July 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1045, folio 215, and being all of the same property which was conveyed from Raymond R. Edwards and wife and others to the said Clayton A. Reedy and Jacqueline C. Reedy, his wife, by deed dated July 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1045, folio 211. Subject, nevertheless, to the conditions and restrictions set forth in a deed from the Beverley Beach Development Company to Raymond R. Edwards and wife, dated May 16, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. No. 624, folio 526. Improved by a one and one-half story frame Cape Cod dwelling house with three (3) bedrooms, living room, combined dining and kitchen area, shower, toilet, wash basin, back and side concrete screened porches, pump, well, septic tank, and outdoor fireplace, to Raymond R. Edwards and Elsie June Edwards, his wife, for the sum of Three Thousand ($3,000.00) Dollars, they being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement, and Auctioneer's Certificate is filed herewith, marked "Exhibit 'A'".

Marvin I. Anderson
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20 day of December, in the year nineteen hundred and sixty , before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Attorney named in mortgage, and he made oath in due form of law that the matters and facts stated in the aforegoing Attorney's Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

As witness my hand and seal Notarial.

Myrtle O. Adams
Notary Public

15

ORDER NISI

LIBER 128 PAGE 549

~~In the Matter of the Sale of the Mortgaged Real Estate of Clayton A.~~ Reedy and Jacqueline C. Reedy, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,084 Equity

Ordered, this 20th day of December, 1960, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of January next.

The report states that the amount of sale was $3,000.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 Dec. 20 PM 3:56

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of Clayton A. Reedy and Jacqueline C. Reedy, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of January, 1961 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

1961 FEB -1 AM 10:21

OFFI( )OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 550

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,084 Equity

In the Matter of the Sale of the Mortgaged Real Estate of CLAYTON A. REEDY and JACQUELINE C. REEDY, his wife

Ordered, this 20th day of December, 1960, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of January next.

The report states that the amount of sale was $3,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,084 Clayton A. Reedy 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 January, 1961. The first insertion being made the 29th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
No. MAG 31 PM 2:15

FILED
1961 JAN 31 PM 2:15

By H. Tilghman

17

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~MSx~~
Clayton A. Reedy
and
Jacqueline C. Reedy, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,084 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. Pickling
Auditor.

February 6, 1961

1961 FEB -7 AM 11:53

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Clayton A. Reedy and Jacqueline C. Reedy, his wife

in ac.

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	120	00	270	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	84	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Whitmore Printing, etc. Co.- handbills	18	03		
National Surety Corp. - bond premium	26	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	3	30		
Myrtle Sturm - notary fees	1	50	196	48
To Raymond E. Edwards and Elsie June Edwards, his wife, mortgagees - this balance on account mortgage claim	2,550	89	2,550	89
			3,068	87
Amount of mortgage claim filed	6,086	60		
Interest @ 5% on principal balance of $5,612.08 from 1/16/61 to 3/16/61 - 2 months	46	77		
	6,133	37		
Cr. Amount allowed above	2,550	89		
Balance subject to decree in personam	3,582	48		

with

Marvin I. Anderson, Attorney named in Mortgage

Cr.

1960						
Dec.	13	Proceeds of Sale	3,000	00	3,000	00
		Refund 1960 State and County taxes ($156.62) - 18 days	7	72		
		Refund fire insurance premium paid 10/19/60 ($67.50) - adjusted to 1/31/61	61	15	68	87
					3,068	87

ORDER NISI LIBER 128 PAGE 554

In the Matter of the Sale of the

~~VERSUS~~

Mortgaged Real Estate of Clayton A. Reedy and Jacqueline C. Reedy, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 14,084 Equity.

ORDERED, This 7th day of February, 1961, 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 13th 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 13th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of March, 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.

1961 MAR 14 PM 3:30

D. Bowie Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 555

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,084 Equity

In the Matter of the Sale of the Mortgaged Real Estate of CLAYTON A. REEDY and JACQUELINE C. REEDY, his wife

Ordered, this 7th day of February, 1961, 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 13th 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 13th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,084

Auditors Account

Clayton A. Reedy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of March, 1961. The first insertion being made the 9th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 19480 1961 FEB 27 PM 1:13 By H. Tilghman

LIBER 128 PAGE 556

In the Matter of the Sale of	:	No. 14,107 Equity
the Mortgaged Real Estate of	:	In the Circuit Court
Francis S. Parlon, Jr. and	:	for
Audrey L. Parlon, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in mortgage
Towns-Worth Bldg., South Street
Phone - Colonial 3-4546

FILED

1960 NOV 18 PM 1:02

LIBER 128 PAGE 557
LIBER 1241 PAGE 559

L 4033
No. 14,107 Equity

First Purchase Money

This Mortgage,

made this 2nd day of October in the year one thousand nine hundred and fifty-eight, between Francis S. Parlon, Jr. and Audrey L. Parlon, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

NINE THOUSAND FIVE HUNDRED----------($9500.00)

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 SIXTY-NINE ----------($69.00) 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 Seventh Election District, County of Anne Arundel, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 20 and 21, Block 2 in a subdivision made by E. D. Turner and E. E. Still, Trustees, and known as Cape Anne as shown on a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35, SAVE AND EXCEPTING therefrom, however, a ten foot strip of Lot No. 21 adjacent to Lot No. 22 which was reserved by Eleanor G. Suttle, a predecessor in title, but subsequently thereto conveyed said ten foot strip unto Morris K. Macknet and wife.

BEING the same property conveyed to the within-named Mortgagors by Gertrude C. Law, widow, by deed of even date herewith, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1960 NOV 18 PM 1:02

2

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:

Grace Senseney
Grace Senseney

Francis S. Parlon, Jr. (SEAL)
Francis S. Parlon, Jr.

Audrey L. Parlon (SEAL)
Audrey L. Parlon

(SEAL)

4

5

LIBER 128 PAGE 560

LIBER 1241 PAGE 562

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 2nd day of Anne Arundel County, in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Francis S. Parlon, Jr. and Audrey L. Parlon, 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.

950

Grace Senseney

Grace Senseney,
NOTARY PUBLIC

Grace Senseney

My Commission expires 5/4/59

Rec'd for record Oct. 8, 1958, at 12:53 P.M.
Mailed to William W. Townshend, Jr.

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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

MORTGAGE

FROM

Francis S. Parlon, Jr. and Audrey L. Parlon, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

950 Pm

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 ..... 1958 OCT 8 PM 12:53 ..... Clerk.

Cost of Record $ .....

RECORDED FOR LAND RECORDS OF ANNE ARUNDEL COUNTY

NO. 1241 FOLIO 559
GEO. L. CROMWELL, CLERK

WILLIAM W. TOWNSHEND, JR.

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,107 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 18th day of November, 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 Francis S. Parlon, Jr. and Audrey L. Parlon, his wife, to United Federal Savings and Loan Association plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants

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

~~is~~ 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 18th day of November, 19 60.

Notarial Seal

Dorothy P. McNew, Notary Public

My Commission will expire on: 5/31/61

Filed,

FILED
1960 NOV 18 PM 1:02

6.

LIBER 128 PAGE 562

In the Matter of the	:	No. 14,107 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Francis S. Parlon, Jr. and	:	for
Audrey L. Parlon, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Francis S. Parlon, Jr. and Audrey L. Parlon, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated October 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1241, Folio 559.		$9,500.00
Less total amount paid on account of principal	$440.04	
Less expense account overdrawn . .	12.51	
	$427.53	427.53
		$9,072.47
Interest to December 13, 1960	$155.52	
Interest to January 17, 1961	52.85	
Plus late charges	13.92	
	$222.29	222.29
		$9,294.76

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of November, 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 within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Dorothy G. [illegible]
Notary Public

FILED
1960 NOV 18 PM 1:02

7

LIBER 128 PAGE 563 No. 14,107 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 Francis S. Parlon, Jr. and Audrey L. Parlon, his wife, dated October 2, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1241, Folio 559, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, DECEMBER 13, 1960

at 11:45 o'clock A.M.

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

Known and designated as Lots Nos. 20 and 21, Block 2, in a subdivision made by E. D. Turner and E. E. Still, Trustees, and known as Cape Anne as shown on a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35, SAVE AND EXCEPTING therefrom, however, a ten foot strip of Lot No. 21 adjacent to Lot No. 22 which was reserved by Eleanor G. Suttle, a predecessor in title, but subsequently thereto conveyed said ten foot strip unto Morris K. Macknet and wife.

Being the same property conveyed unto Francis S. Parlon Jr. and Audrey L. Parlon, his wife, by deed from Gertrude C. Law, widow, dated October 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1241, folio 557.

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

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
November 17th and 24th, 1960
December 1st and 8th, 1960

FILED

1960 NOV 18 PM 1:02

8

LIBER 128 PAGE 564

LIBER 10 PAGE 452

227 ST. PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 14,107 Equity

BOND NO. 316060

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 NINETY-FIVE HUNDRED AND 00/100 ($9500.00) 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 6th day of December, 1960.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Francis S. Parlon Jr., and Audrey L. Parlon, his wife, to the United Federal Savings and Loan Association, bearing date on or about the 2nd day of October, 1958, 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:
Dorothy P. McNew
Dorothy P. McNew

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 7th day of December, 1960
George T. Cromwell, Clerk

FILED
1960 DEC -7 PM 3:15

9

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Francis S. Parlon, Jr. and Audrey L. Parlon, his wife, dated October 2, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1241, Folio 559, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, DECEMBER 13, 1960 at 11:45 oclock A.M.

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

Known and designated as Lots Nos. 20 and 21, Block 2, in a subdivision made by E. D. Turner and E. E. Still, Trustees, and as Cape Anne as shown on a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35, SAVE AND EXCEPTING therefrom, however, a ten foot strip of Lot No. 21 adjacent to Lot No. 22 which was reserved by Eleanor G. Suttle, a predecessor in title, but subsequently thereto conveyed said ten foot strip unto Morris K. Macknet and wife.

Being the same property conveyed unto Francis S. Parlon Jr. and Audrey L. Parlon, his wife, by deed from Gertude C. Law, widow, dated October 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1241, folio 557.

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

No. 10

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

For further particulars, apply to:

William W. Townshend, Jr.
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

D-8

OFFICE OF 14,107

LIBER 128 PAGE 565

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1960

We hereby certify, that the annexed Attorney's Sale Francis S. Parlon, 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 13th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED-1960 Dec 15 PM 1:23

FILED
5 PM 1:23

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 Francis S. Parlon, Jr. and Audrey L. Parlon, his wife, dated October 2, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1241, Folio 559, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Dec. 13, 1960

at 11:45 o'clock A. M.

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

Known and designated as Lots Nos. 20 and 21, Block 2, in a subdivision made by E. D. Turner and E. E. Still, Trustees, and known as Cape Anne as shown on a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35, SAVE AND EXCEPTING therefrom, however, a ten foot strip of Lot No. 21 adjacent to Lot No. 22 which was reserved by Eleanor G. Suttle, a predecessor in title, but subsequently thereto conveyed said ten foot strip unto Morris K. Macknet and wife.

Being the same property conveyed unto Francis S. Parlon Jr. and Audrey L. Parlon, his wife, by deed from Gertrude C. Law, widow, dated October 2, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1241, folio 557.

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

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED

1960 DEC 19 AM 11:01

Maryland, known and designated as Lots Nos. 20 and 21, Block 2, in a subdivision made by E. D. Turner and E. E. Still, Trustees, and known as Cape Anne as shown on a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35, SAVE AND EXCEPTING therefrom, however, a ten foot strip of Lot No. 21 adjacent to Lot No. 22 which was reserved by Eleanor G. Suttle, a predecessor in title, but subsequently thereto conveyed said ten foot strip unto Morris K. Macknet and wife.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in 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 19th day of December, 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

14

LIBER 128 PAGE 568

In the Matter of the Sale of	:	No. 14107 Equity
the Mortgaged Real Estate of	:	In the Circuit Court
Francis S. Parlon, Jr. and	:	for
Audrey L. Parlon, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Francis S. Parlon, Jr. and Audrey L. Parlon, his wife, dated October 2, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1241, Folio 559, 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, December 13, 1960, at 11:45 A.M., and then and there sold the said property unto Gertrude C. Law, Widow, at and for the sum of TEN THOUSAND DOLLARS ($10,000.00) being at that figure the highest bidder therefor, said property described as follows:

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

FILED
1960 DEC 19 AM 11:00

13

Maryland, known and designated as Lots Nos. 20 and 21, Block 2, in a subdivision made by E. D. Turner and E. E. Still, Trustees, and known as Cape Anne as shown on a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35, SAVE AND EXCEPTING therefrom, however, a ten foot strip of Lot No. 21 adjacent to Lot No. 22 which was reserved by Eleanor G. Suttle, a predecessor in title, but subsequently thereto conveyed said ten foot strip unto Morris K. Macknet and wife.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in 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 19th day of December, 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

14

ORDER NISI

LIBER 128 PAGE 570

In the Matter of the Sale of the Mortgaged Real Estate of Francis S. Parlon, Jr. and Audrey L. Parlon, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,107 Equity

Ordered, this 19th day of December, 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 23rd 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 23rd day of January next.

The report states that the amount of sale was $ 10,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1960 DEC 19 AM 11:00

TEST: _____ Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of Francis S. Parlon, Jr. and Audrey L. Parlon, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 25th day of January, 19 61 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

1961 JAN 25 PM 2:33

15

LIBER 128 PAGE 571

LIBER 10 PAGE 475

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

Equity No. 14,107

BOND NO. 316060 - ADDITIONAL

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 HUNDRED AND 00/100 ($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 5th day of January, 1961.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Francis S. Parlon Jr. and Audrey L. Parlon, his wife, to the United Federal Savings and Loan Association, bearing date on or about the 2nd day of October, 1958, 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.

William W. Townshend Jr. (SEAL)

Witness as to Principal:
Dorothy P. McNew

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

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

FILED
1961 JAN 9 AM 11:03

Bond approved this 9 day of January, 1961
George T. Cromwell, Clerk

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 572

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,107 Equity

In the Matter of the Sale of the Mortgage Real Estate of FRANCIS S. PARLON, JR., and AUDREY L. PARLON, his wife

Ordered this 19th day of December, 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 23rd 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 23rd day of January next.

The report states that the amount of sale was $10,000.00.

GEORGE T. CROMWELL, Clerk.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,107

Francis S. Parlon, 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 23rd day of January, 1961. The first insertion being made the 22nd day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidghman

FILED

1961 JAN 18 PM 2:22

No. M. G. 18760

17

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
Francis S. Parlon, Jr.,
and
Audrey L. Parlon, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,107 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.

Lauren K. Spalding
Auditor.

February 1, 1961

FILED

1961 FEB -1 PM 3:32

LIBER 128 PAGE 574

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Francis S. Parlon, Jr., and Audrey L. Parlon, his wife

To Attorney for Fee, viz:		100	00	
To Attorney for Commissions, viz:		331	99	431 99
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		31	50	
Auditor - stating this account		18	00	59 50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		68	24	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
Speer Publications, Inc. - handbills		14	60	
New Amsterdam Casualty Co.-bond premiums		40	00	
Robert H. Campbell - auctioneer's fee		45	00	
One-half Federal documentary stamps		5	50	
One-half State documentary stamps		11	00	
Dorothy P. McNew - notary fees		1	50	212 84
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim, viz:				
Amount of claim filed	$9,294.76			
Interest @ 6% on principal balance of $9,072.47 from 1/17/61 to 3/2/61 - 44 days	66.53	9,361	29	9,361 29
To Francis S. Parlon, Jr., and Audrey L. Parlon, his wife, mortgagors - this balance		9	38	9 38
				10,075 00

19.

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

1960						
Dec.	13	Proceeds of Sale	10,000	00		
		Interest on deferred payment of $9,500.00 to 1/24/61	66	36	10,066	36
		Refund 1960 State and County taxes ($175.71) - 18 days	8	64	8	64
					10,075	00

LIBER 128 PAGE 576

ORDER NISI

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

Francis S. Parlon, Jr.,

and

Audrey L. Parlon, his wife

VERSUS

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 14,107 Equity.

1961 FEB -1 PM 3:32

ORDERED, This 2nd day of February, 19 61, 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 13th 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 13th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of March, 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.

FILED

1961 MAR 14 PM 3:30

D. Bruce Duckett

9.1

LIBER 128 PAGE 577

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 14,107 Equity

In the Matter of the Sale of the Mortgaged Real Estate of FRANCIS S. PARLON, JR., and AUDREY L. PARLON, his wife

Ordered this 2nd day of February, 1961, 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 13th 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 13th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,107

Auditor Account

Francis S. Parlon, 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 13th day of March, 1961. The first insertion being made the 9th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 19443 1961 FEB 28 P 3: By H. Tilghman

22

LIBER 128 PAGE 578

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage vs.	:	CIRCUIT COURT
PHILLIP J. POGGIE and	:	FOR
NINA D. POGGIE, his wife	:	ANNE ARUNDEL COUNTY
: : : : : : : : : : : : : : : : : :		No. 14,070 Equity

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named ~~in~~ Mortgage

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

FILED

1960 NOV -1 AM 11:26

8063.

VA Form VB4-4318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 128 PAGE 579

BOOK 1278 PAGE 513

"PETITIONER'S EXHIBIT A"

MARYLAND

No 14,070 Equity

MORTGAGE

THIS MORTGAGE, made this 6th day of March, A. D. 19 59, by and between PHILLIP J. POGGIE and NINA D. POGGIE, his wife,----------

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

~~incorporated or organized and existing under the laws of the~~----------

hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND FIVE HUNDRED---------- Dollars ($ 12,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and three/quarters per centum (4 3/4%) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of-------- Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY ONE DOLLARS AND TWENTY EIGHT CENTS ~~Dollars~~ ($ 71.28), commencing on the first day of APRIL, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 1984. 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:

According to Survey by Shives and Wimmer, Registered Engineers and Land Surveyors:

BEGINNING for the same at a pipe set at the intersection of the eastmost side of the former W. B. and A. E. Railroad right-of-way and the westmost side of Shipley Court, formerly known as Hammonds Ferry Road, as laid out 30 feet wide, and running thence, with the eastmost side of the said railroad right-of-way south 32 degrees 07 minutes west 151.64 feet to a pipe; thence leaving the said right-of-way and running south 78 degrees 37 minutes east 117.34 feet to the westmost side of Shipley Court at a point distant north 18 degrees 10 minutes west 120.03 feet from the intersection of the westmost side of the said Court and the northmost side of the present Hammonds Ferry Road; thence running with the westmost side of Shipley Court north 18 degrees 10 minutes west 17.97 feet to a pipe; thence continuing with the westmost side of the said Court, north 12 degrees 05 minutes west 137.56 feet to the place of beginning.

BEING a triangular parcel of land and a part of the whole tract of land conveyed by Annie S. Shipley, Et. al., to Grover C. Shipley, by deed dated May 5, 1924 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 88 Folio 380.

The improvements on said tract of land being known as No. 702 Shipley Court.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed by ROWILL TITLE HOLDING CORPORATION to PHILLIP J. POGGIE and NINA D. POGGIE, his wife, the within Mortgagors.

PETITIONER'S EXHIBIT "A"

FILED

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

2

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

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to an annual rent of $108.00, payable half-yearly on the 6th 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.

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

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

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

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

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

Witness:

John C. Ryan
JOHN C. RYAN

Phillip J. Poggie (SEAL)
PHILLIP J. POGGIE

Nina D. Poggie (SEAL)
NINA D. POGGIE

XXXXXXX

XXXXXXX

STATE OF MARYLAND, CITY OF BALTIMORE--- to wit: BOOK 1278 PAGE 517

I HEREBY CERTIFY, That on this 6th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared PHILLIP J. POGGIE and NINA D. POGGIE, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared E. TAYLOR BODEN, 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 C. RYAN NOTARY PUBLIC BALTIMORE, MD.

My commission expires May 4, 1959.

John C. Ryan
JOHN C. RYAN *Notary Public.*

15.00

Rec'd for record Mar. 10, 1959, at 9:56 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

39061 GZ Mtge ETD

INDEX IN CHATTELS

STATE OF MARYLAND

Mortgage

FROM

PHILLIP J. POGGIE and NINA D. POGGIE, his wife,

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Tod Shipley Court

Received for Record ... M. ... o'clock ... &c., ... Clerk.
Cost of Record, $ 15.00
Said ... received in Liber ... Folio ... one of the Land Records of ... COUNTY
and examined per ... CLERK

REC'D FOR RECORD IN LAND RECORDS OF ... COUNTY
1959 MAR 10 AM 9 55
Liber 1278 Folio 516

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

LIBER 128 PAGE 583

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
PHILLIP J. POGGIE and	:	ANNE ARUNDEL COUNTY
NINA D. POGGIE, his wife	:	No. 14,070 Equity

: :

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Phillip J. Poggie and Nina D. Poggie, his wife, to Fraternity Federal Savings and Loan Association dated March 6, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1278, folio 513.

Phillip J. Poggie & wife
702 Shipley Court
Anne Arundel County, Maryland

October 20, 1960

Original amount of Loan	$12,500.00
Interest through October	962.26
Ground Rent	162.00
Taxes	143.21
Fire Insurance	30.46
	$13,797.93
Less Payments	1,573.67
Balance Due	$12,224.26

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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

I HEREBY CERTIFY that on this 20th day of October, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George L. Coleman, Assistant Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
Herbert C. Moore, Notary Public

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1960 NOV -1 AM 11:26

6

LIBER 128 PAGE 584

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
PHILLIP J. POGGIE and	:	ANNE ARUNDEL COUNTY
NINA D. POGGIE, his wife	:	No. 14,070 Equity

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

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

On this 15th day of NOVEMBER, 1960 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Phillip J. Poggie and Nina D. Poggie, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Phillip J. Poggie and Nina D. Poggie, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Herbert C. Moore
Notary Public

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1960 NOV 26 AM 9:53

1.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 14070 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100 ($12,500.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of November in the year of our Lord 1960

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Phillip J. Poggie and Nina D. Poggie, his wife to Fraternity Federal Savings and Loan Association, bearing date the 6th day of March, 1959 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1278 Folio 513 and William C. Rogers is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C. MOORE

William C. Rogers (SEAL)
William C. Rogers

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

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

MD3228a—500, 10-57 147535
Mortgagee's or Attorney's Bond

FILED
1960 NOV 26 AM 9:53

Bond approved this 26 day of November, 1960
George T. Cromwell, Clerk

8

ROBERT H. CAMPBELL 1960 NOV 30 PM - - - - - - - - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

IN 5TH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Phillip J. Poggie and Nina D. Poggie, his wife, to Fraternity Federal Savings and Loan Association, dated March 6, 1959, recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1278, folio 513, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 26, 1960

AT 11:00 A.M.

That lot described as follows: Beginning for the same at a pipe set at the intersection of the eastmost side of the former W.B. & A.E. Railroad right-of-way and the westmost side of Shipley Court, formerly known as Hammonds Ferry Road, as laid out 30 feet wide, and running thence, with the eastmost side of said railroad right-of-way South 32° 07' West 151.64 feet to a pipe, thence leaving the said right-of-way and running South 78° 37' East 117.34 feet to the westmost side of Shipley Court at a point distant North 18° 10' West 120.03 feet from the intersection of the westmost side of the said Court and the northmost side of the present Hammonds Ferry Road, thence running with the westmost side of Shipley Court North 18° 10' West 17.97 feet to a pipe, thence continuing with the westmost side of said Court, North 12° 05' West 137.56 feet to the place of beginning. Being a triangular parcel of land; the improvements thereon being known as No. 702 Shipley Court. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed dated March 6, 1959 and recorded in G.T.C. 1278, folio 510.

Subject to an annual ground rent of $108; subject, also, to the legal operation and effect of pole agreements of record and restrictions of record, if any.

IMPROVEMENTS: Improved by a one and a half story frame dwelling; 7 rooms and bath; hot-air, oil heat.

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

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

LIBER 128 PAGE 587

I hereby certify that I have this 26th day of November, 1960, sold the within described property to Fraternity Federal Savings and Loan Association at and for the sum of Ten Thousand Dollars ($10,000.00) - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I certify that Fraternity Federal Savings and Loan Association - - - - - - has on this 26th day of November, 1960, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Ten Thousand Dollars ($10,000.00) - and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By

FILED

1960 NOV 30 PM 1:17

10

LIBER 128 PAGE 588

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
PHILLIP J. POGGIE and	:	ANNE ARUNDEL COUNTY
NINA D. POGGIE, his wife	:	In Equity No. 14,070 Equity

: :

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 702 Shipley Court, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks, preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice on Saturday, November 26, 1960 at 11:00 A.M. attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $10,000.00.

WILLIAM C. ROGERS, Attorney Named
In Mortgage

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

I HEREBY CERTIFY THAT on this 28th day of November, 1960 before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and madd oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported wasfairly made.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
Notary Public

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1960 NOV 30 PM 1:17

Legal Notice

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of a power of sale contained in a Mortgage from Phillip J. Poggie and Nina D. Poggie, his wife, to Fraternity Federal Saving and Loan Association, dated March 6, 1959, recorded among the Land Records of Anne Arundel County in Liber G. T.C. No. 1278, folio 513, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, NOVEMBER 26th, 1960 AT 11 A.M.

That lot described as follows: Beginning for the same at a pipe set at the intersection of the eastmost side of the former W.B.&A.E. Railroad right-of-way and the westmost side of Shipley Court, formerly known as Hammonds Ferry Road, as laid out 30 feet wide, and running thence, with the eastmost side of said railroad right-of-way South 32 degrees 07' West 151.64 feet to a pipe, thence leaving the said right-of-way and running South 78 degrees 37' East 117.34 feet to the westmost side of Shipley Court at a point distant North 18 degrees 10' West 120.03 feet from the intersection of the westmost side of the said Court and the northmost side of the present Hammonds Ferry Road, thence running with the westmost side of Shipley Court North 18 degrees 10' West 17.97 feet to a pipe, thence continuing with the westmost side of said Court, North 12 degrees 08' West 137.56 feet to the place of beginning. Being a triangular parcel of land; the improvements thereon being known as No. 702 Shipley Court. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed dated March 6, 1959 and recorded in GTC 1278, folio 510.

Subject to the annual ground rent of $108; subject, also to the legal operation and effect of pole agreements of record and restrictions of record, if any.

IMPROVEMENTS: Improved by a one and a half story frame dwelling; 7 rooms and bath; hot-air, oil heat.

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

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
118 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

n-25

ORDER NISI

LIBER 128 PAGE 590

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

PHILLIP J. POGGIE and NINA D. POGGIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,070 Equity

Ordered, this 30th day of November, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of 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.

The report states that the amount of sale was $ 10,000.00

FILED 1960 NOV 30 PM 1:17

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

PHILLIP J. POGGIE and NINA D. POGGIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 10th day of January, 1961 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

1961 JAN 11 AM 11:57

12

Legal Notice

WINSON G. GOTT, JR., Attorney
Lee Bldg., Annapolis,

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of a power of sale contained in a Mortgage from Phillip J. Poggie and Nina D. Poggie, his wife, to Fraternity Federal Saving and Loan Association, dated March 6, 1959, recorded among the Land Records of Anne Arundel County in Liber G. T.C. No. 1278, folio 513, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, NOVEMBER 26th, 1960 AT 11 A.M.

That lot described as follows: Beginning for the same at a pipe set at the intersection of the eastmost side of the former W.B.&A.E. Railroad right-of-way and the westmost side of Shipley Court, formerly known as Hammonds Ferry Road, as laid out 30 feet wide, and running thence, with the eastmost side of said railroad right-of-way South 32 degrees 07' West 151.64 feet to a pipe, thence leaving the said right-of-way and running South 78 degrees 37' East 117.34 feet to the westmost side of Shipley Court at a point distant North 18 degrees 10' West 120.03 feet from the intersection of the westmost side of the said Court and the northmost side of the present Hammonds Ferry Road, thence running with the westmost side of Shipley Court North 18 degrees 10' West 17.97 feet to a pipe, thence continuing with the westmost side of said Court, North 12 degrees 05' West 137.56 feet to the place of beginning. Being a triangular parcel of land; the improvements thereon being known as No. 702 Shipley Court. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by Deed dated March 6, 1959 and recorded in GTC 1278, folio 510.

Subject to the annual ground rent of $108; subject, also to the legal operation and effect of pole agreements of record and restrictions of record, if any.

IMPROVEMENTS: Improved by a one and a half story frame dwelling; 7 rooms and bath; hot-air, oil heat.

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

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
118 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

n-25

No. 13

14,070

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 591

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1960

We hereby certify that the annexed Attorney's Sale No. 14,070 Eq. Phillip J. Poggie

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 26th day of November, 1960. The first insertion being made the 4th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
DEC -6 PM 1:13

By H. Tilghman

FILED 1960 Dec 6 P.M. 1:13

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 592

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,070 Equity
William C. Rogers, Attorney Named in Mortgage
VERSUS
PHILLIP J. POGGIE and NINA D. POGGIE, his wife

Ordered, this 30th day of November, 1960. That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of 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.

The report states that the amount of sale was $10,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,070

Phillip J. Poggie

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 January, 1961. The first insertion being made the 8th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 18676

1961 JAN 10

14

LIBER 128 PAGE 593

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Phillip J. Poggie
and
Nina D. Poggie, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,070 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. Tucklung
Auditor.

January 26, 1961

FILED

1961 FEB -6 AM 9:26

15

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. Phillip J. Poggie and Nina D. Poggie, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	332	37	432	37
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	95	38		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	18	06		
Fidelity & Deposit Co. of Md.-bond premium	25	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Herbert C. Moore - notary fees	1	50	218	44
To Attorney for Ground Rent, viz: Semi-annual ground rent of $54.00 due 3/6/61 - 2 months 20 days	24	00	24	00
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,366	37	9,366	37
			10,092	68
Amount of mortgage claim filed	12,224	26		
Interest thereon @ 4-3/4% from 11/1/60 to 3/1/61 - 4 months	193	56		
	12,417	82		
Cr. Amount allowed above	9,366	37		
Balance subject to decree in personam	3,051	45		

16.

with

William C. Rogers, Attorney namedin Mortgage

Cr.

1960						
Nov.	26	Proceeds of Sale	10,000	00		
		Interest on deferred payment of $9,500.00 - 1 month 20 days	79	16	10,079	16
		Refund 1960 State and County taxes- 1 month 4 days	13	52	13	52
					10,092	68

ORDER NISI

LIBER 128 PAGE 596

William C. Rogers,

Attorney named in Mortgage

VERSUS

Phillip J. Poggie

and

Nina D. Poggie, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,070 Equity.

ORDERED, This 6th day of ~~January~~ February, 19 61., 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 13th day of ~~February~~ 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 13th day of ~~February~~ March next.

George F. Cromwell, Clerk

1961 FEB -6 PM 9:26

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of March, 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.

1961 MAR 14 PM 3:30

D. Bowie Duckett

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 597

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,070 Equity
WILLIAM C. ROGERS,
Attorney named in Mortgage
versus
PHILLIP J. POGGIE and
NINA D. POGGIE, his wife

Ordered, this 6th day of February, 1961, 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 13th 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 13th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1961

We hereby certify, that the annexed Order Nisi. Eq. 14,070. Auditor Account.

Phillip J. Poggie,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of March, 1961. The first insertion being made the 9th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 19474 FEB 27 1961 By H. Tilghman

19

LIBER 128 PAGE 598

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL J. ZAHNER and	:	ANNE ARUNDEL COUNTY
CATHERINE A. ZAHNER, his wife	:	No. 14,073 Equity

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

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1960 NOV -1 AM 11:26

612

City-County Form.

LIBER 1168 PAGE 481

~~Anne Arundel County~~

PETITIONER'S EXHIBIT "A"

LIBER 128 PAGE 599

This Mortgage, Made this 20th day of November, in the year one thousand, nine hundred and fifty-seven - - -, between MICHAEL J. ZAHNER and CATHERINE A. ZAHNER, his wife, - of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SIX THOUSAND -($6,000.00) - - Dollars, being part of the purchase money for the property hereinafter described.

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

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

(A) of the sum of FIFTY DOLLARS & SEVENTY FIVE CENTS ($50.75) - - - ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of EIGHT DOLLARS & TWENTY FIVE CENTS ($8.25) - - - - - ~~Dollars~~, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lots numbered 69 and 70 on the Plat of Rock View Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Book WNW No. 3 folio 9 Cabinet 1 Rod J Plat 9 (now Plat Book No. 3 folio 40. Each lot having a frontage of 25 feet on Edna Road.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by WILLIAM E. HUBBARD and ANNA HUBBARD, his wife, and ALBERT WILLIAM HERB and DOROTHY JEANNE HERB, his wife, to MICHAEL J. ZAHNER and CATHERINE A. ZAHNER, his wife, the within Mortgagors.

FILED

1960 DEC 24 PM 10:25

2 PETITIONER'S EXHIBIT "A" FILED: 1960 Nov 1, AM 11.26

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

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

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

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

AND the said Mortgagor s, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their - assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor s do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) - Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their - heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

George A. Heinfeld

GEORGE A. HEINFELD

Michael J. Gahner (SEAL)

MICHAEL J. GAHNER

Catherine A. Gahner (SEAL)

CATHERINE A. GAHNER

4

LIBER 128 PAGE 602

LIBER 1168 PAGE 484

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 20th day of November, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared MICHAEL J. ZAHNER and CATHERINE A. ZAHNER, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. TAYLOR BODEN - - - - - - - - - - - -, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

GEORGE A. HEMFIELD NOTARY PUBLIC BALTIMORE CITY

George A. Hemfield
Notary Public.

My commission expires May 4th - - , 1959. GEORGE A. HEMFIELD

Rec'd for record Nov 22, 1957 at 2:48 P.M.
Mailed to The Security Title Guarantee Corp. of Balto.

MORTGAGE

FROM

MICHAEL J. ZAHNER and

CATHERINE A. ZAHNER, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

EDNA Road

BLOCK NO.

Received for Record ______ at ______ o'clock ______ Liber ______ No. ______ Folio ______ etc. one of the ______ Same day recorded in ______ and examined per ______ Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 NOV 22 PM 2:48
& RECORDED IN LIBER G.T.C. NO. 1168 FOLIO 484
GEO. T. CROMWELL, CLERK

Cost of Record, $ 13.50

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

LE NO. 35382
RITTEN BY
ORM APPROVED
ADY FOR RECORD

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL J. ZAHNER and	:	ANNE ARUNDEL COUNTY
CATHERINE A. ZAHNER, His Wife	:	No. 14,073 Equity

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

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Michael J. Zahner and Catherine A. Zahner, his wife, to Fraternity Federal Savings and Loan Association dated November 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1168, folio 481.

Michael J. Zahner & wife
Edna Road - Roch View Beach
Pasadena, Maryland

October 21, 1960

Original amount of Loan	$6,000.00
Interest through October	999.50
Late Charges	75.48
Taxes	214.33
Fire Insurance	87.12
	$7,376.43
Less Amount Of Payments	1,979.13
Balance Due on Loan	$5,397.30

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

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

STATE OF MARYLAND) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 27th day of October, 1960 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared George L. Coleman, Assistant Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1960 NOV -1 AM 11:26

6

LIBER 128 PAGE 604

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL J. ZAHNER and	:	ANNE ARUNDEL COUNTY
CATHERINE A. ZAHNER, his wife	:	No. 14,073 Equity

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

On this 15th day of November, 1960 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Michael J. Zahner and Catherine A. Zahner, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings and upon diligent inquiry it has been found that the said Michael J. Zahner and Catherine A. Zahner, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED

1960 NOV 26 AM 9:52

1

Fidelity and Deposit Company

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

No. 14,073 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100 ($6,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of November in the year of our Lord 1960

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Michael J. Zahner and Catherine A. Zahner, his wife to Fraternity Federal Savings and Loan Association bearing date the 20th day of November, 1957 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1168 Folio 481 and William C. Rogers is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C MOORE

William C. Rogers (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

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

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

FILED
1960 NOV 26 AM 9:52

Bond approved this 26 day of November, 1960
George T. Cromwell, Clerk

8

6

1960 NOV 30 PM 1:17 LIBER 128 PAGE 606

ROBERT H. CAMPBELL - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

AT ROCKVIEW BEACH

Under and by virtue of a power of sale contained in a Mortgage from Michael J. Zahner and Catherine A. Zahner, his wife, to Fraternity Federal Savings and Loan Association, dated November 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 481, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 26, 1960

AT 11:15 A.M.

Those lots at Rockview Beach in the 3rd Election District, described as follows: Being known and designated as Lots numbered 69 and 70 on the Plat of Rock View Beach, recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 40. Each lot having a frontage of 25 feet on Edna Road. Being the same property conveyed to said Mortgagors by William E. Hubbard and wife et al, by Deed dated November 20, 1957 and recorded among the Land Records aforesaid in Liber G.T.C. No. 1168, folio 479.

Subject to the legal operation and effect of pole agreements of record and restrictions of record, if any.

IMPROVEMENTS: Improved by a one-story frame dwelling; 5 rooms and bath; hot-air oil heat.

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

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

I hereby certify that I have this 26th day of November, 1960, sold the within described property to Walter H. Lucke and Eli.nor Victoria Lucke, his wife at and for the sum of Four Thousand, Eight Hundred Dollars ___ being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell

Robert H. Campbell, Auctioneer

I certify that I, Walter H. Lucke and Eli.nor Victoria Lucke, my wife, have on this 26th day of November, 1960, purchased the within described property from William C. Rogers, Attorney named inthe Mortgage, at and for the sum of Four Thousand Eight Hundred Dollars ($4,800.00) and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Walter H. Lucke

Walter H. Lucke

Elinor V Lucke

FILED

1960 NOV 30 PM 1:17

10

LIBER 128 PAGE 608

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL J. ZAHNER and	:	ANNE ARUNDEL COUNTY
CATHERINE A. ZAHNER, his wife	:	No. 14,073 Equity

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

REPORT OF SALE

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

The Report of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lots 69 and 70 Rock View Beach, Edna Road, Anne Arundel County, Maryland in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said attorney named in mortgage, William C. Rogers, did pursuant to said notice on Saturday, November 26, 1960 at 11:15 A.M. attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this report unto Walter H. Lucke and Elinor Victoria Lucke, his wife, at and for the price of $4,800.00.

1 ADV

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY that on this 25th day of November, 1960 before me, a subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
Notary Public

FILED

1960 NOV 30 PM 1:17

11

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

AT ROCKVIEW BEACH

Under and by virtue of a power of sale contained in a Mortgage from Michael J. Zahner and Catherine A. Zahner, his wife, to Fraternity Federal Savings and Loan Association, dated November 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 481, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, NOVEMBER 26th, 1960 AT 11:15 A.M.

Those lots at Rockview Beach in the 3rd Election District, described as follows: Being known and designated as Lots numbered 69 and 70 on the Plat of Rock View Beach, recorded among the Land Records of Anne Arundell County in Plat Book No. 3, folio 40. Each lot having a frontage of 25 feet on Edna Road. Being the same property conveyed to said Mortgagors by William E. Hubbard and wife et al, by Deed dated November 20, 1957 and recorded among the Land Records aforesaid in Liber G.T.C. No. 1168, folio 479.

Subject to the legal operation and effect of pole agreements of record and restrictions of record, if any.

IMPROVEMENTS: Improved by a one-story frame dwelling; 5 rooms and bath; hot-air oil heat.

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

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

ROBERT H. CAMPBELL
Auctioneer

n-25

ORDER NISI

William C. Rogers, Attorney
Named in Mortgage

versus

Michael J. Zahner and
Catherine A. Zahner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,073 Equity

Ordered, this 30th day of November, 1960, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of 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.

The report states that the amount of sale was $ 4,800.00

FILED 1960 NOV 30 PM 1:17

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

William C. Rogers, Attorney named in Mortgage

versus

Michael J. Zahner and
Catherine A. Zahner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of January, 1961 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

1961 JAN 11 AM 11:57

12

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

AT ROCKVIEW BEACH

Under and by virtue of a power of sale contained in a Mortgage from Michael J. Zahner and Catherine A. Zahner, his wife, to Fraternity Federal Savings and Loan Association, dated November 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 481, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, NOVEMBER 26th, 1960 AT 11:15 A.M.

Those lots at Rockview Beach in the 3rd Election District, described as follows: Being known and designated as Lots numbered 69 and 70 on the Plat of Rock View Beach, recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 40. Each lot having a frontage of 25 feet on Edna Road. Being the same property conveyed to said Mortgagors by William E. Hubbard and wife et al, by Deed dated November 20, 1957 and recorded among the Land Records aforesaid in Liber G.T.C. No. 1168, folio 479.

Subject to the legal operation and effect of pole agreements of record and restrictions of record, if any.

IMPROVEMENTS: Improved by a one-story frame dwelling; 5 rooms and bath; hot-air oil heat.

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

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.
ROBERT H. CAMPBELL
Auctioneer

n-25

No. 13

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 611

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1960

We hereby certify, that the annexed

Attorney's Sale

No. 14,073 Eq

Michael J. Zahner

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 26th day of November, 1960. The first insertion being made the 4th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

PM 1:13

FILED
1960 Dec-6 PM 1.13

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 128 PAGE 612

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
14,073 Equity

William C. Rogers, Attorney Named in Mortgage

VERSUS

MICHAEL J. ZAHNER and CATHERINE A. ZAHNER, his wife.

Ordered, this 30th day of November, 1960. That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of 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.

The report states that the amount of sale was $ 4,800.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,073.

Michael J. Zahner

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 January, 1961. The first insertion being made the 8th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 18675 1961 JAN 10 AM 11:10 By H. Tilghman

14

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Michael J. Zahner
and
Catherine A. Zahner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,073 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. Fahling
Auditor.

January 26, 1961

FILED
1961 FEB -6 AM 9:20

15

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. Michael J. Zahner and Catherine A. Zahner, his wife

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	175	10	375	10
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	81	38		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	16	78		
Fidelity & Deposit Co. of Md.-bond premium	24	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Herbert C. Moore - notary fees	1	50	193	91
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,223	07	4,223	07
			4,848	58
Amount of mortgage claim filed	5,397	30		
Interest thereon @ 6% from 11/1/60 to 3/1/61 - 4 months	107	95		
	5,505	25		
Cr. Amount allowed above	4,223	07		
Balance subject to decree in personam	1,282	18		

//

with

William C. Rogers, Attorney named in Mortgage

Cr.

1960				
Nov.	26	Proceeds of Sale	4,800 00	
		Interest on deferred payment of $4,300.00 - 1 month 21 days	36 55	4,836 55
		Refund 1960 State and County taxes- 1 month 4 days	7 03	7 03
				4,843 58

17

ORDER NISI LIBER 128 PAGE 616 In the

William C. Rogers,
Attorney named in Mortgage

VERSUS

Michael J. Zahner
and
Catherine A. Zahner, his wife

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,073 Equity.

ORDERED, This 6th day of ~~January~~ February, 19 61, 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 13th day of March ~~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 13th day of ~~February~~ March next.

George T. Cromwell Clerk

61 FEB -6 AM 9:26

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of March, 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.

O. Bowie Duckett

18

LIBER 128 PAGE 617

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,073 Equity
WILLIAM C. ROGERS, Attorney named in Mortgage
versus
MICHAEL J. ZAHNER and CATHERINE A. ZAHNER, his wife

Ordered, this 6th day of February, 1961, 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 13th 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 13th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,073
Auditor Account
Michael J. Zahner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of March, 1961. The first insertion being made the 9th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 14073 Eq 1961 FEB 27 PM 1:13 By H. Tilghman

19