IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY.

MARYLAND.

IN EQUITY

No. 13,964

Alexander Paul Connor,
3011 Maryland Ave.
Baltimore 27, Md.
PLAINTIFF.

vs.

George T.(P) Evans and Roberta M.Evans ;
253 Robert St.
Baltimore, Md.

Louis W.Yensch and Mary K.Yensch,
402 N.Chester St.
Baltimore 31, Md.

John C.Smith and Blanche Carpenter;
68 Franklin St.
Annapolis. Md.

Joseph S.Womack and Rose M.Womack;
Route 1, R.F.D.
Severna Park.Md.

Lillian M.Burrier;
217 N.Calvert St.
Baltimore 2, Md.

AND in addition to the parties herein named specifically, it is intended that there by included as parties, all persons,heirs and unknown heirs,persons or parties unknown, that will be and are vitally concerned, whether by conveyance, inheritance or otherwise, who could come in and claim an interest, by reason of notice of the intent of the Plaintiff herein.

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

ELECTION DISTRICT.	DESCRIPTION.	TAX SALE CERTIFICATE No.
THIRD	Lot 27 or 2,23 acres as shown on plat of Wareeford Heights.Arundel Farms.	A-3748
FOURTH	Lots 62,63,64 Block B,as shown on Plat of Holladay Park.	A-3745
FOURTH	Lot 15,Block B as shown in plat of Colonial Park	A-3747
FOURTH	2.111 acres situated near Severn.	A-3726
FOURTH	.108 acre situated at S.E.Corner Academy Junction.	A-3746

All as substantially described in the Certificates of Tax Sale,sold by Joseph H.Griscom,Sr. Collector of Taxes for State of Maryland and Anne Arundel County on October 14th.1958 for the amounts stated in said Certificates

Defendants.

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BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT :

(1) The BILL OF COMPLAINT of Alexander Paul Connor, the Plaintiff , respectfully says :

(2) This proceeding is brought for the purpose of foreclosing the rights of redemption, in and to the properties hereinafter set forth, and by authority and virtue of Sections , 16--114 inclusive of the Annotated Code of Maryland ;

(3) That on October 14th, 1958 Joseph P. Griscom, Sr, Treasurer for Anne Arundel County and Collector of Taxes for the State of Maryland, and Anne Arundel County, after complying with the formal requirements, service, publication, and at a public auction, sold certain properties in Anne Arundel County, inin arrears for taxes and their incidental costs, to said State and County, to the said Plaintiff, in conformity with the authority conferred him , under Chap. 761 of the Acts of the General Assembly of Maryland, 1943, and Acts amendment thereof;

(4) That five (5) Certificates of Tax Sale, were issued to the said Plaintiff by the said Treasurer and Collector, under date of October 14th. 1958 and identified respectively as :

A 3748	.George T. (P) Evans and Roberta M. Evans;	EXHIBIT A
A 3745	.Louis W. Yensch and Mary K. Yensch;	EXHIBIT B
A 3747	.John C. Smith and Blanche Carpenter ;	EXHIBIT C
A 3726	.Joseph S. Womack and Rose M. Womack ;	EXHIBIT D
A 3746	.Lillian M. Burrier.	EXHIBIT E

They are attached hereto abd prayed to be received and taken and identified respectively as : EXHIBIT, A; EXHIBIT B ; EXHIBIT C ; EXHIBIT D and EXHIBIT E .

(5) That a search of the Land Records, Register of Wills and Circuit, (Law and Equity) of Anne Arundel County, including the State Tax Assessment Map Section, disclosed that the

said Defendants were the owners of the properties described respectively hereinafter, at the time they were sold by the said County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to the Plaintiff, and said properties being vested in the names of the Defendants, and acquired and respectively described as follows :

Exhibit A, in the name of George T.Evans and Roberta M.Evans,: that piece or parcel of ground known as Lot.27 or 2.23 acres, as shown on the Plat of Waterford Heights,Arundel Farms in the third election District of Anne Arundel County,(Maryland) and compiled by Howard G.Sutton,Surveyor and Engineer, dated August 29th.1940 and recorded in the Land Records of Anne Arundel County, Liber 17, folio 24 and deeded by Elizabeth Foxwell and Walter E.Foxwell to the said George T.(P) Evans and Roberta M.Evans and recorded in the said Land Records in Liber 332, Folio 45 (J.H.H.),on May 15th.1945,

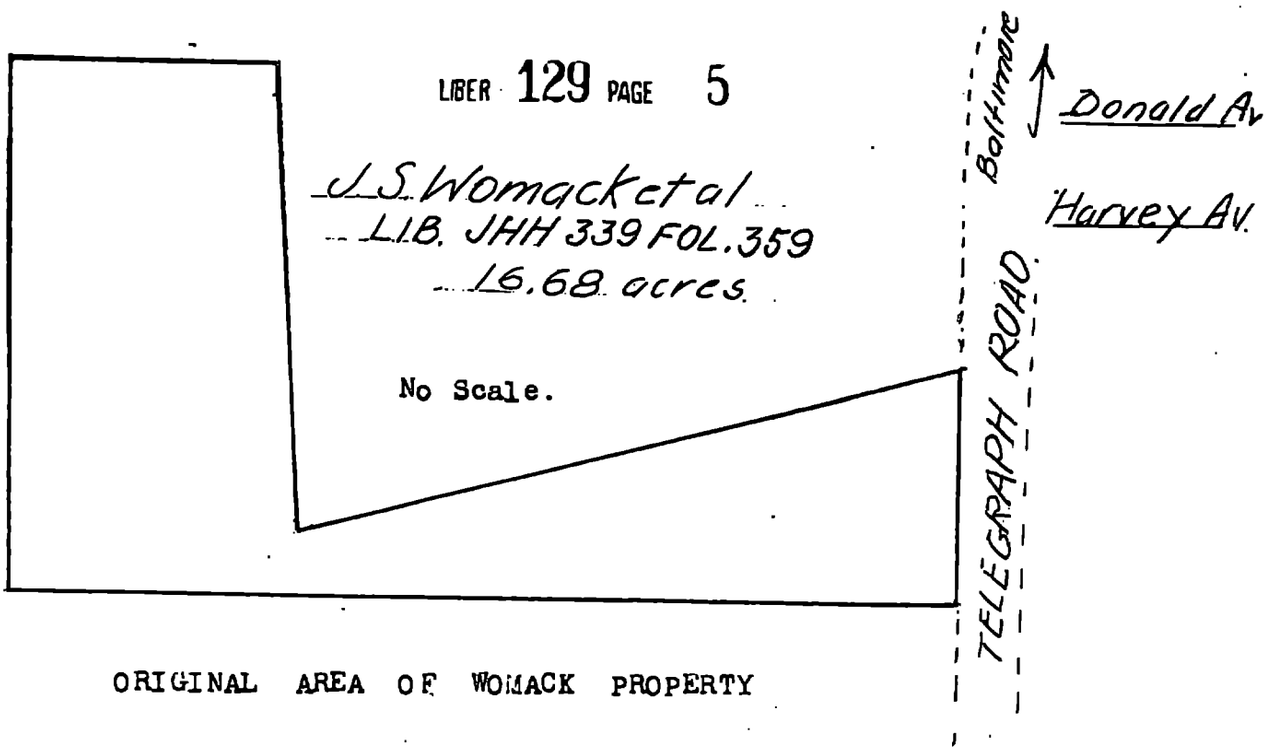
Exhibit B, in the name of Louis W.Yensch and Mary K.Yensch, : that piece or parcel of ground known as Lots,62,63,64 in Block B,as shown on Plat of Holladay Park, Fourth Election District of Anne Arundel County (Maryland) and deeded from the Hooalday Park Corporation to said Louis W.Yensch and Mary K.Yensch and recorded in the Land Records of Anne Arundel County,Liber WMB 29 Folio 343 dated June 18th, 1926 and on Plat book No.3 page 67,and State Tax Assessment Map 30.

Exhibit C, in the name of John C.Smith and Blanche Carpenter : that piece or parcel of ground known as Lot 15,Block B as shown on Plat of Colonial Park in the Fourth Election District of Anne Arundel County (Maryland) and recorded in Plat Book 15 pages 15-16 and deeded from Aladdin Realty and Home Builders Co to said John C.Smith and Blanche Carpenter and recorded in the Land Records of Anne Arundel County, Liber WMB 9, folio 246 on July 10th.1925.

EXhibit D. in the name of Joseph S.Womack and Rose M.Womack : that piece or parcel of ground, containing 2.111 acres in the Fourth Election District of Anne Arundel County (Maryland) and near Severn, and indicated on State Tax Assessment Map 14 · parcel 341,Block 23. The parcel is West of Maryland Route 170 and South of Donald and Harvey Sts. and is described and recorded in the Land Records of Anne Arundel County, in Lib.... J.H.H. 330...Folio..358.. deeded from Katherine Gutberlet, Clarence I. Queen and Katie H. Queen to Joseph S. Womack and Rose M. Womack, dated September 26th, 1945 in its original extent of 16.68 acres and then sold off in parts or lots by said Joseph S. Womack et al. to various parties leaving an elongated and connected balance undeeded and being said 2.111 parcel of ground, as indicated on the appended sketch entitled DIAGRAM OF PROPERTY DESIGNATED ON CERTIFICATE OF TAX SALES No. A-3746

Exhibit E. in the name of Lillian M.Burrier : that piece or parcel of ground,containing .108 acres situatef at the Southeast Corner Academy Junction in the Fourth Election District of Anne Arundel County. and more specifically described as follows L Beginning for the same on the Southeast side of Monterey St,,forty feet (40') wide (laid out parallel with and 105 ft Northwesterly from the third line of a parcel of ground which by deed dated February 7th.1922 and recorded among the Land Records of Anne Arundel County (Maryland) in Liber WNW 54 folio 215 was conveyed by the George W.Murray and Son Canning Co.to the Board of Education of said County,) at a distance of 263 feet,more of less,Northeasterly from the intersection of the Southeast side of Monterey St, with the Northeast side of the County Road leading from Odenton to Millersville, said point of beginning being also the beginning of the lot of land or ground described in a deed from David Scarlett Ross, Ira Hammond and wife, dated June 3rd,1924and recorded among the said Land Records in Liber WNW 92 folio 262,and running thence NORTH 54 degrees 25 mins WEST four hundred and ninety-five feet (495'),more or less, to the Southeast side of a forty foot(40') street,heretofore laid out along the right of way of the Washington,Baltimore and Annapolis R.R., thence along said street SOUTHEASTERLY (SW) two hundred and sixty three feet (263 ') to the Northeast side pf said County Road leading from Odenton to Millersville,

LIBER 129 PAGE 5



ORIGINAL AREA OF WOMACK PROPERTY

****

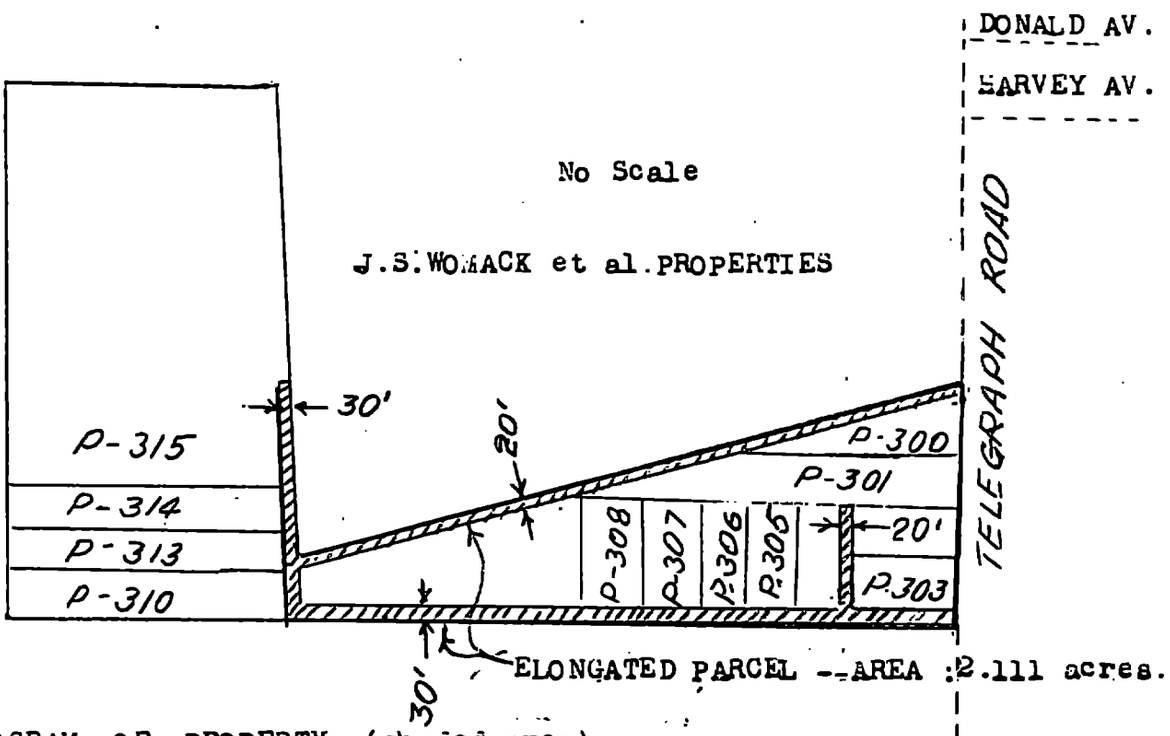


DIAGRAM OF PROPERTY (shaded area)
DESIGNATED BY CERTIFICATE TAX SALE No. A-3746 dated Oct. 14, 1958

AA
14

REFER TO State Tax Assessment Map No.

****

IN EQUITY. CIRCUIT COURT.
ANNE ARUNDEL COUNTY, MARYLAND. (Foreclosure)

ALEXANDER PAUL CONNOR vs. GEO. T. EVANS et al

TO THE END THEREOF :

That this Honorable Court by its Order, decress all rights of redemption of, in and to the properties mentioned and described in thes proceedings, be forever Foreclosed and that they be cested in the complainant an absolute and indefeasible title in fee simple, subject to any public easements to which the property may be subject.

Alexander Paul Connor
Plaintiff.
& Solicitor.

ADDRESS
3011 Maryland Ave.
Baltimore 27, Md.
State. 9-4967.

Exhibit A

LIBER 129 PAGE 7

A 3748 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of the County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Eugenia M Connor of Alexandria Va at public auction for the sum of 100 Dollars and 00 Cents, of which 35 78/100 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 27 or 2.23 Ac. as shown on the plat of Waterford Hgts., Arundel Farms

T

and assessed to George T. Evans and Roberta M. Evans

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 19 58

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4 1959

3-806-332-400 EVANS, GEORGE P. & ROBERTA M. Lot 27 or 2.23 acres as shown on the plat of Waterford Hgts. Arundel Farms, Third District, A. A. Co. Assessment $500. Taxes, Interest, Costs, $36.28.
Third District

Bought 1953 01655

Book 1957

253 Roberts St Baltimore, Md Book-1953

*332/45/5/16/45

Book 221/552. 5/16/41 for Lot 28

See Plat Cabinet No 2, E-1 Plat 10 Land Records

Geo B. Wuetel Ruth to Elizabeth Foxwell also Lib. 227/500

JHH 238/426 Wuetel to Foxwell 7/17/41 (Mountain Rd - Lipkins)

also JHH-227/500 from Trustee Bankruptcy

Elizabeth C Walter E Foxwell

to

George T. & Roberta M. Evans - 253 Robert St. Balto

332/45 May 15/45

14-24

17-45

Plat Cab 2 - Road El. Plat 10

(Book 17 page 24)

Filed Feb 20, 1941

Howard C. Sutton (Surveyor)

6109 Fair Oaks Av

Balt. Md.

Pg A./45

332

LIBER 129 PAGE 8

EXHIBIT - B

A 3745 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 9

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 Eugenie M. Alexandria P.A. Connor at public auction for the sum of 75 Dollars and 00 Cents, of which 18 55/++ Dollars has been paid as a deposit on the property in Dist. 4 described as Lots 62-63-64 Blk. B as shown on the plat of Holladay Park

and assessed to Louis W. and Mary K. Yensch

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires [illegible] 1959

4-411-6574400 YENSCH, LOUIS W. & MARY K. - Lots 62, 63, & 64, Blk. B. As Shown on The Plat of Holladay Park, Fourth District, A.A. Co. Assessment $75. Taxes, Interest, Cost; $19.05.

Herman H Roemer Eng
June 251

A

9

402 N. Chester St Baltimore Md

5-P-1

Bk-5 — page 1.

Lot B -

Rt-175 across from Farm.

Book 1951 — Trans 1951.

LIBER 129 PAGE 10

Previous owner

1953-0

EXHIBIT C

LIBER 129 PAGE 11

A 3747 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Eugenie M & Alexandria P. A. Connor at public auction for the sum of 20 Dollars and 00 Cents, of which 13 93/100 Dollars has been paid as a deposit on the property in Dist. 4 described as Lot 15 Blk. B as shown on the plat of Colonial Park

and assessed to John C. Smith & Blanche Carpenter

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 4, 1959

4-155-5474000 CARPENTER, B. & SMITH C. - Lot 15, Blk. B. As Shown in The Plat of Colonial Park, Fourth District, A.A. Co. Assessment $5. Taxes, Interest, Cost $144.43.

69 Franklin St Annapolis. Md

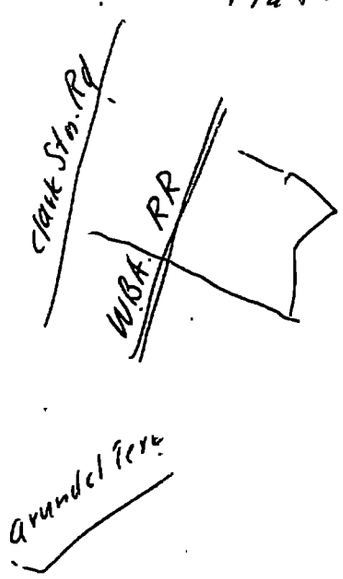
Bk - 15-15

Route - 170 - about 2 miles N. of Nat. Pkwy.

Book - 1945 - (in 1951)

Lot 15 - Block B - Colonial Park

Plat: 15/15 & 16



LIBER 129 PAGE 12

EXHIBIT-D

A 3726 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 13

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 E. M. Connor & Alexander P. O'Connor - 3011 Maryland Ave Balto 17, Md. at public auction for the sum of 250.00 Dollars and _____ Cents, of which 27.36 Dollars has been paid as a deposit on the property in Dist. 4 described as 2.111 ac situated near Severn.

and assessed to Jos. S. & Rose M. Womack.

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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. [illegible]
Notary Public.

My Commission Expires May 4, 1959

4-000-6531000 - WOMACK, JOS. S & ROSE M. - 2111 Acres, Situated near Severn, fourth District Anne Arundel County. Assessment $105. Taxes. Interest. Costs. $27.86.

C

Check title

13

Rt #1, Severn, Md Book 42 (in 1956)

Near Severn

Try

4193- 4/15/53 E. H. Tilton Lot 2 acres.

Folio. 663-A Cons. 8950

Try 720F-7/27/53

743-C.

Removed from 744. to give more room.

LIBER 129 PAGE 14

1958-0

EXHIBIT)

A 3746 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 15

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 Eugenie M. Connor Alexandria Va. at public auction for the sum of 20 Dollars and 00 Cents, of which 16 34/ Dollars has been paid as a deposit on the property in Dist. 4 described as .108 Ac. situated South East Corner of Academy Junction

and assessed to Lillian M. Burrier

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,

Notary Public.

My Commission Expires May 4 1959

4-000-763000 - BURRIER, LILLIAN M.- .108 acres situated at S.E. Corner Academy Junct. of the Fourth District A. A. Co. Assessment $10., Taxes, Interest, Cost $16.84.

% C O Davis 27 N. Calvert

D.

15

LIBER 129 PAGE 16

217. N. Calvert St
Baltimore. Md

John

Book 1945 — Dist 4.
No 495

1951 — Trof 2607-6-7-54
to John H Hammond
6 21 acre

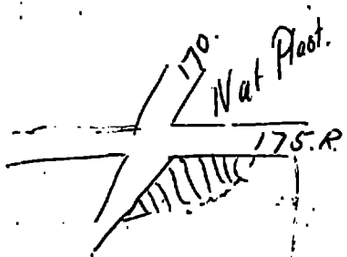
Frost Evans Lutheran
Church of Odenton Lot-1.401

Troy 7098-12-18-5t. & John E, De Ver. & Monroe Johson.
Lot 1.280. Cons 2000. Folio 148-B-2

Cons. 1500, folio-248-A
Cons. @ 1800- Fol 104

JHH - 645

Parcel 206 Nat Plastics Products - 6/5/77 - (2.34 acres)
State Tax Map. AA-21



IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

MARYLAND.

Alexander Paul Connor,
3011 Maryland Ave.
Baltimore 27, Md.
PLAINTIFF.

IN EQUITY
No. 13964

vs.

George T.(P) Evans and Roberta M.Evans;
253 Robert St.
Baltimore. Md.

Louis W.Yensch and Mary K.Yensch;
402 N.Chester St.
Baltimore 31, Md.

John C.Smith and Blanche Carpenter ;
68 Franklin St.
Annapolis, Md.

Joseph S.Womack and Rose M.Womack ;
Route No.1. R.F.D.
Severna Park.
Maryland.

Lillian M.Burrier ;
217 N.Calvert St.
C/O David Scarlett Ross,
Baltimore 2, Md.

AND in addition to the parties herein named specifically, it is intended that there be included as parties, ALL persons, heirs and unknown heirs,persons or parties unknown, that will be and are vitally concerned, whether by conveyance, inheritance or otherwise, who could come in and claim an interest, by reason of notice of the intent of the Plaintiff herein;

AND any and ALL persons having or claiming to have any interest in the following described real estate, located in ANNE ARUNDEL COUNTY, MARYLAND, to wit :

ELECTION DISTRICT.	DESCRIPTION.	CERTIFICATE No.
Third	Lot 27 or 2.23 acres. as shown on the plat of Waterford Heights, Arundel Farms.	A 3748
Fourth	Lots,62,63 and 64. Block B, as shown on the Plat of Holladay Park.	A 3745
FOURTH	Lot 15,Block B,as shown in the Plat of Colonial Park.	A 3747

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17

ELECTION DISTRICT.	DESCRIPTION.	CERTIFICATE No.
FOURTH	2.111 acres, situated near Severn.	A 3726
FOURTH	.108 acres situated at S.E. corner Academy Junotion.	A 3746

All as substantially desoribed in Certificates of Tax Sale, sold by Joseph H.Griscom,Sr. Collector of Taxee for the State of Maryland and the County of Anne Arundel on October 14th,1958 for the amounts in eaid certificates,eet forth.

DEFENDANTS.

ORDER OF PUBLICATION.

The object and purpose of these proceedings is to secure the foreolosure of all rights of redemption of the Defendants in following desoribed properties located in Anne Arundel County and sold on October 14th.1958 by Joeeph H.Griecom,Sr,Treaeurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, to Alexander Paul Connor,the Plaintiff in these proceedings for taxes due and arrears , by the following Certificates of Tax Sake and assessed and desoribed in the Booke of Assessment of said County, as followe :

Tax Certificate of Sale, No.A-3748 sold to Plaintiff for one hundred dollars ($100.oo), which sum is paid;

Tax Certificate of Sale, No.A-3745 for seventy-five dollare. ($75.oo) ,sold to Plaintiff, which sum ie paid;

Tax Certificate of Sale, No.A-3747 sold to Blaintiff for twenty-dollars ($20.oo) which sum is paid ;

Tax Certificate of Sale No.A-3726, sold to Plaintiff for two hundred and fifty dollars ($250.oo) which sum ie paid;
Certificate of Sale (Tax) No.A-3726, sold to Plaintiff for twenty-dollars ($20.oo) , which sum ie paid.

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

IT IS THEREUPON this ....8th.....day of September 1960 by the Circuit Court of Anne Arundel County, Maryland, in EQUITY :

ORDERED, that notice be given by the insertion of the ORDER OF PUBLICATION in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks before ...17th... ...November.....1960, warning the said Defendants:: George T.(P) Evans and Roberta Evans;

Louis W.Yensch and Mary K.Yensch;

John C.Smith and Blanche Carpenter;

Joseph B.Womack and Rose M.Womack and

Lillian M.Burrier

and any and all persons having or claiming to have any interest in the above mentioned parvels of land and all persons and parties interested in said properties to be and appear in this Court, in proper person or by Solicitor, on or before 17th November 1960 to redeem the aforementioned properties and answer the Bill of Complaint or thereafter a Formal Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in the Plaintiff , Alexander Paul Connor, a title free and clear of all encumbrances.

George T. Cromwell

Clerk of Court.

A. PAUL CONNOR
3011 Maryland Ave.
Baltimore 27, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In Equity No. 13,964

ALEXANDER PAUL CONNOR, 3011 Maryland Ave. Baltimore 27, Md.

PLAINTIFF

VS.

GEORGE T. (P) EVANS and ROBERTA M. EVANS, 283 Robert St., Baltimore, Md.
LOUIS W. YENSCH and Mary K. YENSCH, 402 N. Chester St. Baltimore 31, Md.
JOSN C. SMITH and BLANCHE CARPENTER, 68 Franklin St. Annapolis, Md.
JOSPH S. WOMACK and ROSE M. WOMACK, Route No. 1, R.F.D. Severna Park, Maryland.
LILLIAN M. BURRIER, 217 N. CALVERT ST., c/o David Scarlett Ross, Baltimore 2, Md.

AND in addition to the parties herein named specifically, it is intended that there be included as parties, ALL persons, heirs and unknown heirs, persons or parties unknown, that will be and are vitally concerned, whether by conveyance, inheritance or otherwise, who could come in and claim an interest, by reason of notice of the intent of the Plaintiff herein;

AND any and ALL persons having or claiming to have any interest in the following described real estate, located in ANNE ARUNDEL COUNTY, MARYLAND, to wit:

Third Election District, — Lot 27 or 2.23 acres as shown on the plat of Waterford Heights, Arundel Farms. — Certificate No. A 3748

Fourth Election District — Lots 62, 63 and 64 Block B, as shown on the Plat of Holladay Park. —Certificate No. A 3745

Fourth Election District — Lot 15, Block B, as shown in the Plat of Colonial Park. Certificate No. A-3747

No Fourth Election District — 2.-111 acres, situated near Severn. —Certificate No. — A 3726

Fourth Election District — .108 acres situated at S.E. corner Academy Junction. Certificate No. —A 3746

All as substantially described in Certificates of Tax Sale, sold by Joseph H. Griscom, Sr. Collector of Taxes for the State of Maryland and the County of Anne Arundel on October 14th, 1958 for the amounts in said certificates, set forth.

DEFENDANTS

Order Of

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 20

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 6, 1960

We hereby certify, that the annexed

Order of Publication - Eq. No. 13,964

George T. (P) 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 17th day of November, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 OCT 10 AM 9:37

By Margie Tate

20

LIBER 129 PAGE 21

Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in following described properties located in Anne Arundel County and sold on October 14th, 1958, by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, to Alexander Paul Connor, the Plaintiff in these proceedings for taxes due and arrears, by the following Certificates of Tax Sale and assessed and described in the Books of Assessment of said County, as follows:

Tax Certificate of Sale, No. A-3743 sold to Plaintiff for one hundred dollars ($100.00), which sum is paid;

Tax Certificate of Sale, No. A-3745 for seventy-five dollars ($75.00), sold to Plaintiff, which sum is paid;

Tax Certificate of Sale, No. A-3747 sold to Plaintiff for twenty-dollars ($20.00) which sum is paid;

Tax Certificate of Sale No. A-3726, sold to Plaintiff for two hundred and fifty dollars ($250.-00) which sum is paid; Certificate of Sale (Tax) No. A-3726, sold to Plaintiff for twenty-dollars ($20.00), which sum is paid.

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

IT IS THEREUPON this 8th day of September, 1960, by the Circuit Court of Anne Arundel County, Maryland, in EQUITY; ORDERED, that notice be given by the insertion of the ORDER OF PUBLICATION in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks before the 17th November, 1960, warning the said Defendants: George T. (P) Evans; Louis W. Yensch and Mary K. Yensch; John C. Smith and Blanche Carpenter; Joseph B. Womack and Rose M. Womack and Lillian M. Burrier and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons and parties interested in said properties to be and appear in this Court, in proper person or by Solicitor, on or before 17th November, 1960, to redeem the aforementioned properties and answer the Bill of Complaint or thereafter a Formal Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in the Plaintiff, Alexander Paul Connor, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy TEST:

GEORGE T. CROMWELL, Clerk

O-6

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND.

Alexander Paul Connor,
PLAINTIFF.

LIBER 129 PAGE 22

vs.

IN EQUITY No.13964

George T(P) Evans ,
Roberta M.Evans,
Louis W.Yemsch,
Mary K.Yemsch,
John C.Smith,
Blanche Carpenter,
Joseph S.Womack,
Rose M.Womack,and
Lillian M.Burrier,
DEFENDANTS.

AFFIDAVIT BEFORE JUDGEMENT.

TO THE HONORABLE JUDGE
OF SAID COURT :

The Plaintiff, Alexander Paul Connor,being duly sworn,states :

(1) That on filing the papers and exhibits in this cause, and in compliance with the ORDER OF PUBLICATION of this Court, he ordered the Publication in the Maryland Gazette in accordance therewith, and after the publication,had said periodical, furnish and file in this Court copies thereof and a certificate of publication, to which reference is respectfully made;

(2) That the Sheriff of this Court was directed and did carry summonses and copies of the proceedings in said cause, to give warning thereof to each of the defendants individually, at the last known addresses of each of them, and as indicated on the records of the Collector of Taxes of Anne Arundel County and the State of Maryland, and while he made divers attempts to serve said summonses and copies, he was unable to find them therefor and made reports of NON EST thereon.

(3) That the Plaintiff, in good faith made many and diligent searches to locate the various defendants, at their last known addresses, made inquiries in their neighborhoods, and in the vicinity or the properties, and looked through the records of said County and the Courts thereof, by personal visits, telephone calls and otherwise, without being afforded any more data as to where to locate them,than that already furnished in the original proceedings and which the said Sheriff found unserviceable.

Alexander Paul Connor
Alexander Paul Connor.

County of ANNE ARUNDEL
ss
State of Maryland.

Personally appeared before me, Alexander Paul Connor, and being sworn stated that the above statements are true to the best of his knowledge and belief, this 9th day of January, 1961.

John E. Starr
JOHN E. STARR

1961 JAN -9 PM 2:19 FILED

21

A. PAUL CONNOR
LAWYER
3011 MARYLAND AVENUE
BALTIMORE 27, MARYLAND
PHONE STATE 9-4967

LIBER 129 PAGE 23

January 19th.1961.

Clrek of Court.
Cirouit Court of Anne Arundel County.
Annapolis. Md.

Dear Sir :

In connection with the foreclosure of various properties in Anne Arundel County by me versus George P.(T) Evans et al. The tax certificates issued at the time of the tax sale do not indicate the fact that my wife, Eugenie M.Connor died in the interim, and the form of my name was made in an instance as Alexandria.

The official death certificate issued by the Vital Statistic Section of Baltimore City, in connection with Mrs.Connor is appended herewith.

I was named after the city of Alexandria (Egypt) since my father was in military service about the time of my birth. The English form of this portion of my name is spelled ALEXANDER; but the latter and Latin form used on birth certificates and during the baptismal ceremonies is Alexandria. I seldom use the name by itself, since the family liked to call me PAUL.

My full name is actually : ALEXANDER PAUL ARABI CONNOR. Alexander coming from the city of Alexandria (Egypt) as noted above. PAUL, was included because my father stopped off at Malta, at the proximate location where St.Paul landed during his mission. ARABI, was taken from the name of ARABI PASHA an egyptian who about the same time, started the idea of freeing the country from Britain. He did not succeed at the time, but more recently the occupation was terminated.

Under these circumstances, the matter may appear clarified.

Yours very truly.

A.PAUL CONNOR.

APC/mm

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1961 JAN 19 PM 12:00

LIBER 129 PAGE 24

ORDER NO 6434

BALTIMORE CITY HEALTH DEPARTMENT
BUREAU OF VITAL RECORDS

JAN. 19, 1961

BALTIMORE CITY HEALTH DEPARTMENT

CERTIFICATE OF DEATH X

Registered No. 11-37

NAME OF DECEASED (Name of Person)

PLACE OF DEATH: Baltimore City, Maryland

NAME OF HOSPITAL OR INSTITUTION (If not in hospital or institution, give street address or location)

2. DATE OF DEATH

4. USUAL RESIDENCE (Where deceased lived. If institution: residence before admission)
a. STATE
b. COUNTY
c. CITY OR TOWN (If outside city limits, write RURAL and give township)
d. STREET ADDRESS (If rural, give location)

6. COLOR OR RACE
7. SINGLE, NARRIED, WIDOWED, DIVORCED (Specify)
8. DATE OF BIRTH
9. AGE (In years last birthday) If Under 1 Year: Months, Days; If Under 24 Hours: Hours, Min.

10. USUAL OCCUPATION (Give kind of working life, even if retired)
10a. KIND OF BUSINESS OR INDUSTRY
11. BIRTHPLACE (State or foreign country)
12. CITIZEN OF WHAT COUNTRY

13. FATHER'S NAME: Joan Gallonne
14. MOTHER'S MAIDEN NAME: Josephine Jolley

15. Was Deceased Ever in U. S. Armed Forces? (If yes, give war or dates of service)
16. SOCIAL SECURITY NO.
17. INFORMANT
ADDRESS

CAUSE OF DEATH

I. DISEASE OR CONDITION DIRECTLY LEADING TO DEATH (This does not mean the mode of dying, e.g., heart failure, asthenia, etc. It means the disease, injury or complication which caused death.)

ANTECEDENT CAUSES: DISEASES OR CONDITIONS, IF ANY, GIVING RISE TO THE ABOVE CAUSE (A) STATING THE UNDERLYING CONDITION LAST.

(A) DUE TO
(B) DUE TO
(C)

INTERVAL BETWEEN ONSET AND DEATH

II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO THE DEATH BUT NOT RELATED TO THE DISEASE OR CONDITION CAUSING IT.

IF OPERATION WAS RELATED TO CAUSE OF DEATH, ENTER IN PART I OR PART II.
18a. DATE OF OPERATION
18b. CONDITION FOR WHICH OPERATION WAS PERFORMED
20. AUTOPSY? YES ☒ NO ☐

21a. ACCIDENT WAS UNDERLYING ☐ OR CONTRIBUTING ☐ CAUSE OF DEATH (NOTIFY MEDICAL EXAMINER)
21b. PLACE OF INJURY (e.g., Mill about home, farm, factory, street, office bldg, etc.)
21c. WHERE DID INJURY OCCUR? (If in Baltimore City, give court location)

21d. TIME (Month) (Day) (Year) (Hour) OF INJURY
21e. INJURY OCCURRED WHILE AT WORK ☐ NOT WHILE AT WORK ☐
21f. HOW DID INJURY OCCUR?

23. I certify that (I) (this hospital) attended the deceased from 19 ... 19 ..., that (I) (we) last saw the deceased alive on 19 ... and that in (my) (our) opinion death occurred at ... m., from the causes and on the date stated above.

23a. SIGNATURE
23b. ADDRESS
23c. DATE SIGNED

PHYS. ☐ MED. DIRECTOR ☐ STAFF PHYS. ☐ M.D.

24a. CREMATORY (Specify)
24b. DATE: 10-15-59
24c. NAME OF CEMETERY OR CREMATORY: Hillcrest Com
24d. LOCATION (City, town, or county): Cambridge, Md.

THIS IS TO CERTIFY THAT THE ABOVE IS A PHOTOSTATIC COPY OF A CERTIFICATE ON FILE IN THE BALTIMORE CITY HEALTH DEPARTMENT, BALTIMORE, MARYLAND

Sidney L. Norton
DIRECTOR, BUREAU OF VITAL RECORDS

Huntington Williams, M.D.
COMMISSIONER OF HEALTH AND REGISTRAR

WARNING: DO NOT ACCEPT THIS TRANSCRIPT UNLESS THE OFFICIAL DEPARTMENTAL SEAL IS AFFIXED HEREON

LIBER 129 PAGE 25

Alexander Paul Connor

vs.

George T (T) Evans et al

No. 1396 DIVORCES - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, George T (T) Evans; Roberta Evans; Louis W. Yensch; Mary K. Yensch; John C. Smith; Blanche Carpentor; Joseph S. Womack; Rose M. Womack and Lillian M. Burrier, 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 24th day of January 1961, 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

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1961 JAN 24 PM 3:21

24

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

Alexander Paul Connor.
PLAINTIFF.

vs.

George(?) T. Evans and
Roberta M. Evans,
et al.
DEFENDANTS.

LIBER 129 PAGE 26

IN EQUITY,

No. 13964

CERTIFICATE OF SERVICE.

I, Alexander Paul Connor, as Plaintiff and Counsel, certify that on February 7th. 1961, I sent a copy of the Complaint, duly certified, in the above entitled cause, to Nicholas & Gosnell, attorneys for Estate of George T. Evans and Roberta M. Evans, and Geraldine Dolores Simmons, legatee to Lot No. 27, at Waterford Heights, in the third election District of Anne Arundel County, by ordinary mail, prepaid, to their address : 12 East Pleasant St. Baltimore 2, Maryland, and also notified them by letter and verbally on January 27th and January 30th respectively, of the proceedings wherein the said George T. Evans and Roberta M. Evans were Defendants.

Alexander Paul Connor

Alexander Paul Connor. Plaintiff & Counsel.

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2

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
MARYLAND.

ALEXANDER PAUL CONNOR, Widower. :
PLAINTIFF. :
: EQUITY No.13,964
vs. :
GEORGE P.(T) EVANS et al. :
DEFENDANTS. :

****

D E C R E E.

WHEREFORE, This cause, standing ready for hearing and being submitted, the proceedings were read and considered; and it appearing that the same having been conducted in compliance with the provisions of ARTICLE 81, Sections 70-123 of the annotated Code of Maryland, 1957 Edition.

IT IS, THEREUPON, this ...2nd.....day of March, 1961, by the Circuit Court of Anne Arundel County, In EQUITY, Adjudged, Ordered and Decreed:

1. That the Rights of Redemption of the Respondents, George P.(T) Evans and Roberta M.Evans (including their devisee, Geraldine Dolores Simmons); Louis W.Yensch and Mary K.Yensch; John G.Smith and Blanche Carpenter; Joseph S.Womack and Rose M.Womack; and Lillian M.Burrier or anyone claiming by, from or under them, or any of them in and to the properties described in the Bill of Complaint and the Certificates of Tax sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this Decree, as well as all

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encumberances thereon (except taxes accruing subsequent to said date of sale, and the public easements to which the same is subject), is hereby vested in the Plaintiff.

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

4. That the Clerk of this Court issue a certified copy of this Decree to be served on said Treasurer.

5. That the said Plaintiff shall pay the costs of these proceedings.

O. Bowie Duckett

JUDGE
of the Circuit Court of Anne Arundel
County, Maryland.

LIBER 129 PAGE 29

OCCIDENT FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE CITY

119 Park Avenue

Baltimore 1, Maryland

VS.

WILSON J. GOULD and

ANNABELLE GOULD, his wife

4604 Ritchie Highway

Baltimore 25, Maryland

Docket_____ Folio_____

Case No. 14026 Equity

Filed_____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents,

That on the 9th day of September, 1959, the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City, a mortgage upon certain fee simple property in Anne Arundel County, known as No. 130 Bon Air Road, being the thirdly described lot of ground in the mentioned mortgage, to secure the payment of the mortgage debt of $30,000.00 and interest as therein mentioned, said original mortgage loan having been reduced by a partial release of the first and second lots of ground described in the mortgage, wherein the mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition. And that a default has occured under the terms and conditions of said mortgage.

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

And as in duty, &C.

O'Ferrall & O'Ferrall, Attorneys for Plaintiff
1204 Mercantile Trust Building
Baltimore 2, Maryland
Plaza 2 - 1228

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Petitioners Exhibit #1. / LIBER 129 PAGE 30

No. 14,026 Equity

BOOK 1329 PAGE 477

PURCHASE MONEY

This Mortgage, made this 9th day of September in the year one thousand nine hundred and fifty-nine, between

WILSON J. GOULD and ANNABELLE GOULD, his wife

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

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to WILSON J. GOULD AND ANNABELLE GOULD, his wife

the sum of THIRTY THOUSAND AND 00/100.....$30,000.00.....DOLLARS, 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: SIX months from the date hereof; interest payable monthly.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance, in accordance with the provisions of Section 145.6-12 of the Federal regulations governing prepayments.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955, or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said Wilson J. Gould and Annabelle Gould, his wife,

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

BEGINNING for the first thereof and being known and designated as lots Nos.27 and 28, Section M., as shown on the Plat entitled Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 15 folio 5.

BEGINNING for the second thereof and being known and designated as Lots Nos. 29 & 30, Section M., as shown on the Plat entitle Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book15 folio 5.

BEGINNING for the third thereof and being known and designated as Lots Nos. 31 & 32, Section M., as shown on the Plat entitled Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 15 folio 5.

1950

BEING the same lots of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, from Charles E. Wheeler and Marie A. Wheeler, his wife, to Wilson J. Gould. The said Annabel Gould, his wife, joins in this Mortgage for the sole purpose of releasing whatever interest, present or future, including any dower interest, she may have in the hereinabove described property.

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

To Have and to Hold the said lot s of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~ **in fee simple.**

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

And the said Mortgagor s for **themselves, their** heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

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

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

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

V: That the holder of this mortgage in any action to foreclose, 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 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), or the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the sale of said property under the powers herein granted the proceeds shall be applied as follows:

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

fifty....$50.00..... dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

Witness the hands and seals of the said Mortgagors.

WITNESS:

John P. O'Ferrall

Wilson J. Gould [SEAL]

Annabelle Gould [SEAL]

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 9th day of September, 19 59, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Wilson J. Gould and Annabelle Gould, his wife,

the Mortgagors 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 Sept 10 1959 at 12:13 P.M.
Mailed to O'Ferrall & O'Ferrall

700

LIBER 1329 PAGE 32

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILSON J. GOULD and ANNABELLE GOULD, his wife	:	ANNE ARUNDEL COUTNY IN EQUITY
	:	No. 14,026 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Wilson J. Gould and Annabelle Gould, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 9th day of September, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1329, folio 477; reference 130 Bon Air Road, Lots 31 and 32, Plat of Arundel Gardens, Section M, Plat Book 15, folio 5:

Mortgage loan, dated September 9, 1959 (3 houses)	$ 30,000.00
Credit A/C release 126 - 128 Bon Air Road	20,000.00
Due for 130 Bon Air Road	$ 10,000.00
Interest due, 7/1/60 to 10/31/60 (4 months)	200.00
Insurance premium due for September 8, 1960	37.44
	$ 10,237.44

William J. McCormick, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, 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, i n and for the City of Baltimore aforesaid, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Notary Public.

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1960 OCT -8 AM 9:24

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OCCIDENT FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE CITY
Plaintiff

VS.

WILSON J. GOULD AND
ANNABELLE GOULD, his wife
Defendants

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY IN EQUITY
Docket _____, Folio _____
Case No. 14026 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, that on the 1st day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared WILLIAM J. McCORMICK, Secretary of OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

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

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

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

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

Notary Public

William J. McCormick, Affiant

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LIBER 129 PAGE 35

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

WILSON J. GOULD and ANNABELLE GOULD, his wife

Docket_____ Folio_____

Case No. 14,026 Equity
Filed_____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY
OCTOBER TERM, 1960

DECREE FOR SALE OF MORTGAGE PREMISES

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

It Is Thereupon, this 10th 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 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 $10,000.00, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: He shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, $750.00 on day of sale, balance upon ratification of sale, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof,

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1960 OCT 10 AM 11:31

and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Judge

Bond No. 3465056
Trustee's Bond

LIBER 10 PAGE 445

No. 14,026 Equity

KNOW ALL MEN BY THESE PRESENTS:

314

LIBER 129 PAGE 37

THAT WE John P. O'Ferrall
1204 Mercantile Trust Building, Baltimore 2, 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 TEN THOUSAND AND NO/100 - - ($10,000.00) 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 30th day of November 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 Fee Simple Property 130 Bon Air Road, Anne Arundel County

mentioned in the proceedings in the case of Occident Federal Savings and Loan Association of Baltimore City
vs.
Wilson J. Gould and Annabelle Gould (His Wife)
now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John P. O'Ferrall
do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

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

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT and INDEMNITY COMPAN
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 COMPAN
duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th
day of November, 1960

HARTFORD ACCIDENT and INDEMNITY COMPANY
By: W. H. Wallace
W. H. Wallace *Vice President*

ATTEST:
C. J. Hall
C. J. Hall, *Assistant Secretary*

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

November 30, 1960

HARTFORD ACCIDENT and INDEMNITY COMPANY
C. J. Hall
C. J. Hall, *Assistant Secretary*

FILED
1960 DEC -1 PM 3:24

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

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

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 130 BON AIR ROAD, ARUNDEL GARDENS, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court of Anne Arundel County in Equity (Oct. 10, 1960), entitled "Occident Federal Savings and Loan Association of Baltimore City vs. Wilson J. Gould and Annabelle Gould, his wife." Docket 19, folio 152, the undersigned Trustee will sell at public auction, on the premises, on

Mon., Dec. 5, 1960
At 3 O'Clock P. M.

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

Being known and designated as Lots Nos. 31 and 32, Section M, as shown on the Plat entitled Arundel Gardens; said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 130 Bon Air Road, Arundel Gardens. In Fee Simple. Improved by a 2-STORY ASBESTOS SHINGLE COTTAGE.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit Court of Anne Arundel County. A deposit of $750.00 will be required of the purchaser at the time and place of sale. The unpaid purchase money to bear interest from date of sale to date of settlement. All expenses, including taxes, ground rent and public charges of every nature and description, if any, to be adjusted to the date of sale.

John P. O'Ferrall,
Trustee

Sam W. Pattison & Co.,
Auctioneers

D-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 38

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1960

We hereby certify, that the annexed

Trustee's Sale

Eq. No. 14,026

Wilson J. Gould

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of December, 1960. The first insertion being made the 10th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 DEC -5 PM

By: H. Tilghman

No. M. G. 17944

11

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	
WILSON J. GOULD and ANNABELLE GOULD, his wife	:	IN EQUITY No. 14,626 Docket 19, Folio 152

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of John P. O'Ferrall, Trustee, appointed by Decree in the above entitled cause to make sale of the fee simple property No. 130 Bon Air Road and the proceedings in said cause mentioned respectfully shows:

That after giving bond with security for the faithful discharge of this trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three (3) successive weeks preceding the day of sale, the said Trustee did, pursuant to said notice, on the 5th day of December, 1960, at 3 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 Thomas A. Mayo, at and for the sum of ELEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS ($11,650.00), he being then and there the highest bidder therefore.

FILED

1960 DEC 10 AM 11:48

12

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

Respectfully submitted,

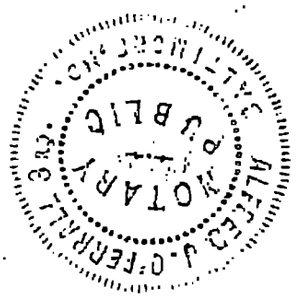
John P. O'Ferrall, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 9th day of December, 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, and that the sale aforementioned was fairly made.

As Witness my hand and Notarial Seal.

Alfred J. O'Ferrall, III
Notary Public



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

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 130 BON AIR ROAD,
ARUNDEL GARDENS.
FIFTH ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY.

By virtue of decree of the Circuit Court of Anne Arundel County in Equity (Oct. 10, 1960), entitled "Occident Federal Savings and Loan Association of Baltimore City vs. Wilson J. Gould and Annabelle Gould, his wife." Docket 19, folio 152, the undersigned Trustee will sell at public auction, on the premises, on

Mon., Dec. 5, 1960
At 3 O'Clock P. M.

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

Being known and designated as Lots Nos. 31 and 32, Section M, as shown on the Plat entitled Arundel Gardens; said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 130 Bon Air Road, Arundel Gardens. In Fee Simple. Improved by a 2-STORY ASBESTOS SHINGLE COTTAGE.

TERMS OF SALE: Cash, upon ratification of sale by the Circuit Court of Anne Arundel County. A deposit of $750.00 will be required of the purchaser at the time and place of sale. The unpaid purchase money to bear interest from date of sale to date of settlement. All expenses, including taxes, ground rent and public charges of every nature and description, if any, to be adjusted to the date of sale.

John P. O'Ferrall,
Trustee

Sam W. Pattison & Co.,
Auctioneers D-1

13

ORDER NISI

LIBER 129 PAGE 41

Occident Federal Savings And Loan Association Of Baltimore City

versus

Wilson J. Gould and Annabelle Gould, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,026 Equity

Ordered, this 10 day of December, 1960, That the sale of the Property in these Proceedings mentioned, made and reported by John P. O'Ferrall, Trustee,

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

The report states that the amount of sale was $ 11,650.00.

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

Filed 10 Dec., 1960, at 11:48 A. M.

Occident Federal Savings And Loan Association Of Baltimore City

versus

Wilson J. Gould and Annabelle Gould, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th 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.

Matthew S. Crane
JUDGE.

1961 JAN 18 AM 9:20

14

LIBER 129 PAGE 42

OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
WILSON J. GOULD and	:	IN EQUITY
ANNABELLE GOULD, his wife	:	Docket 19, Folio152

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

PETITION FOR AUTHORITY TO FILE ADDITIONAL BOND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John P. O'Ferrall, Trustee, respectively represent unto your Honor:

1. That on October 10, 1960, by Decree of this Honorable Court, the said John P. O'Ferrall was appointed Trustee to sell the fee simple property, No. 130 Bon Air Road, Arundel Gardens, Anne Arundel County, Maryland.

2. That your Petitioner has duly qualified as Trustee by filing his approved bond in the penalty of Ten Thousand Dollars ($10,000.00).

3. That on December 5, 1960, John P. O'Ferrall, Trustee, sold the fee simple property mentioned above to Thomas A. Mayo, at and for the sum of Eleven Thousand Six Hundred Fifty ($11,650.00).

4. That it is necessary that the said Trustee file with this Honorable Court an additional bond in the penalty of Sixteen Hundred Fifty Dollars ($1,650.00).

WHEREFORE YOUR PETITIONER PRAYS, this Honorable Court to pass an Order authorizing and empowering said Trustee to file an additional bond in these proceedings in the penalty of Sixteen Hundred Fifty Dollars ($1,650.00).

AND AS IN DUTY BOND, ETC.

FILED

1960 DEC 10 AM 11:48

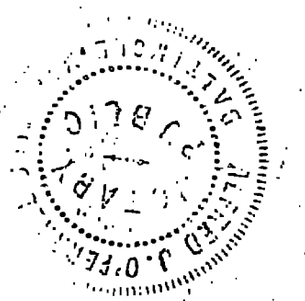
John P. O'Ferrall, Trustee

15

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 7th day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesiad, personally appeared John P. O'Ferrall, Trustee, and made oath in due form of law that the matters and facts set forth in the Petition are true.

Alfred J. O'Ferrall, III
Notary Public



LIBER 129 PAGE 44

ORDER

Upon the aforegoing Petition and Affidavit, it is this 12th day of December, 1960, ORDERED by the Circuit Court for Anne Arundel County in Equity, that John P. O'Ferrall, Trustee, be and he is hereby authorized to 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 Sixteen Hundred Fifty Dollars ($1,650.00), conditioned for the faithful performance of the trust reposed in him by Decree dated October 10, 1960.

Judge

FILED

1960 DEC 12 PM 12:42

17

Additional Bond
Trustee's Bond
Bond No. 3465056 LIBER 10 PAGE 456 No. 14,026 Equity

KNOW ALL MEN BY THESE PRESENTS:

318

LIBER 129 PAGE 45

THAT WE John P. O'Ferrall

1204 Mercantile Trust Building, Baltimore 2, 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 ONE THOUSAND SIX HUNDRED FIFTY AND NO/100 ($1,650.00) 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 30th day of November 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 Fee Simple Property 130 Bon Air Road, Anne Arundel County

mentioned in the proceedings in the case of Occident Federal Savings and Loan Association of Baltimore City
vs.
Wilson J. Gould and Annabelle Gould (His Wife)
now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John P. O'Ferrall do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Alfred J. O'Ferrall
Signed, sealed and delivered in the presence of
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 COMPAN 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 COMPAN duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of November, 1960

HARTFORD ACCIDENT and INDEMNITY COMPAN
By: W. H. Wallace *Vice President*

ATTEST:
C. J. Hall, *Assistant Secretary*

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

November 30, 1960
HARTFORD ACCIDENT and INDEMNITY COMPAN
C. J. Hall, *Assistant Secretary*

Approved this 12 day of December, 1960
George J. Cromwell, Clerk.

FILED
1960 DEC 12 PM 12 J. Hall

18

LIBER 129 PAGE 46

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 10, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,026

Wilson J. Gould

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,026 Equity
Occident Federal Savings And Loan Association of Baltimore City

versus

WILSON J. GOULD and ANNABELLE GOULD, his wife

Ordered, this 10th day of December, 1960, That the sale of the Property in these Proceedings mentioned, made and reported by John P. O'Ferrall, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $11,650.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-6

No. M. G. 18740

FILED
1961 JAN 11 PM 2:55

19

In the Case of

Occident Federal Savings and
Loan Association of
Baltimore City
VS.
Wilson J. Gould
and
Annabelle Gould, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,026 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.

February 8, 1961

Dr. Occident Federal Savings and Loan Association of Baltimore City in ac.
vs. Wilson J. Gould and Annabelle Gould, his wife

To Trustee for Fee, viz:		50 00	
To Trustee for Commissions, viz:		382 28	432 28
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee		10 00	
Clerk of Court - Court costs		38 25	
Auditor - stating this account		27 00	75 25
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale		54 24	
Capital-Gazette Press - order nisi (sale)		15 00	
Capital-Gazette Press - order nisi (acct)		12 00	
The Sun - advertising sale		10 50	
Hartford Accident & Indemnity Co. - bond premiums		46 62	
Sam W. Pattison & Co. -auctioneer's fee		351 25	
One-half Federal documentary stamps		6 60	
One-half State documentary stamps		13 20	
A. J. O'Ferrall, III - notary fees		1 00	510 41
To Trustee for Taxes, viz:			
1960 State and County taxes - 11 months 5 days		82 70	82 70
To Trustee for Benefit Charges, viz:			
1960 water and sewer benefit charge - 11 months 5 days		40 50	
Metered water to 12/5/60		12 67	53 17
To Occident Federal Savings and Loan Association of Baltimore City, mortgagee- in full for mortgage claim, viz:			
Amount of claim filed	$10,237.44		
Interest on principal balance of $10,000.00 @ 6% from 10/21/60 to 3/17/61 - 4 months 17 days	228.33	10,465 77	10,465 77
To Carl Abend, mechanics lienor - this balance on account mechanics lien claim filed 9/13/60, recorded in Liber G.T.C. 15 folio 482		141 60	141 60
			11,761 18
Amount of Mechanics Lien Claim filed		1,090 00	
Cr. Amount allowed above		141 60	
Balance due with interest from 8/10/60		948 40	

21

with John P. O'Ferrall, Trustee Cr.

1960				
Dec.	5	Proceeds of Sale	11,650 00	
		Interest on deferred payment of $19,900.00 - 51 days	92 65	11,742 65
		Refund fire insurance premium paid 9/8/60	18 53	18 53
				11,761 18

ORDER NISI LIBER 129 PAGE 50

Occident Federal Savings and Loan Association of Baltimore City

VERSUS

Wilson J. Gould

and

Annabelle Gould, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,026 Equity.

ORDERED, This 14th 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 20th 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 20th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd 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 22 PM 3:47

O Bruce Duckett

23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 51

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,026 Equity
OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
versus
WILSON J. GOULD and ANNABELLE GOULD, his wife

Ordered, this 14th 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 20th 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 20th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,026 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 20th day of March, 1961. The first insertion being made the 16th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 195.63 12:59

LIBER 129 PAGE 52

J. IRVING KING
Davidsonville
Maryland

Plaintiff

vs.

PEARL G. KELLY
4021 9th Street, N. W.
Washington 11, D. C.

And all other persons claiming or claiming to have any interest in the property known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland.

Defendants

NO. 14126 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, by his solicitors, Childs and Bald, respectfully represents unto your Honors:

1. That on or about October 13, 1959 all of that property described in the caption above, to wit, Lot 69 on a Plat of North Selby, recorded among the Land Records of Anne Arundel County, Maryland in Liber F.S.R. 3, folio 39 (now Plat Book 8, page 27), First Election District, Anne Arundel County, Maryland, was sold at public auction tax sale by Edward M. Dunn, Jr., County Treasurer for Anne Arundel County, Maryland, to J. Irving King, the Plaintiff herein, for the sum of Twenty Five Dollars and no cents ($25.00).

2. That on October 13, 1959 the Plaintiff was issued a certificate of tax sale for the hereinabove described property by Edward M. Dunn, Jr., County Treasurer for Anne Arundel County, State of Maryland, which certificate is numbered 2953, the same being attached hereto and marked "Plaintiff's Exhibit No. 1".

3. That the property mentioned in said certificate is described as

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1960 DEC -6 AM 11:09

follows: LIBER 129 PAGE 53

District No. 1, Lot 69, (50 x 90) as shown on the Plat of North Selby.

It being the same property which was conveyed to the said Pearl G. Kelly by Otis L. Williams, Jr. and wife by deed dated July 14, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 420, folio 246; and assessed on the date of the aforesaid tax sale to the said Pearl G. Kelly, whose last known address was 4021 9th Street, N. W., Washington 11, D. C. The amount due on the date of sale was $21.34.

4. That according to the Equity Law and Land Records of Anne Arundel County, and also the records of the Register of Wills of said County, the title to said lot is still vested in the name of Pearl G. Kelly, the party listed as Defendant herein, and further, that said property has not been redeemed by the said Pearl G. Kelly or any other person, although more than one year and more than one day have expired from the date of the aforesaid tax sale.

5. That Plaintiff prays this Honorable Court to pass a final decree in these presents foreclosing all rights of Redemption of all Defendants hereto in and to the property which is the subject of these proceedings to the end of acquiring in the name of the Plaintiff, his heirs or assigns, an absolute and indefeasible fee simple title to said property, free and clear of all alienation and encumbrance.

May it please your Honors to grant unto the Plaintiff an Order of Publication to be inserted in some local newspaper in Anne Arundel County once a week for four (4) successive weeks, and directed to the Defendant, Pearl G. Kelly, a non-resident of the State of Maryland, as well as to any and all other persons having an interest in the subject matter of these proceedings, warning them to be and appear in this Court, in person or by solicitor, on or before a certain date to be named therein, and show

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

cause, if any they may have, why a decree ought not to be passed in these presents as prayed.

Respectfully submitted,

CHILDS AND BALD

J. Irving King

BY LeRoy Bald

LeRoy Bald
192 Duke of Gloucester Street
Annapolis, Maryland - Co. 7-8191
Solicitors for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of December, 1960, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. IRVING KING, known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Bill of Complaint to Foreclose Equity of Redemption, and he made oath in due form of law that the matters and facts set forth therein are true.

Bette June Hughes Notary Public

BETTE JUNE HUGHES NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Foreclosure Equity of Redemption 300 plus 205

No. 2953 CERTIFICATE OF TAX SALE LIBER 129 PAGE 55

EDWARD M. DUNN, JR.
I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Irving King Edgewater, Md at public auction for the sum of 25 Dollars and 00 Cents, of which 21.34 Dollars has been paid as a deposit on the property in Dist. 1 described as Lot 69. 50X90 as shown on the plat of North Selby

and assessed to Pearl G. Kelly

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 1, 1961

FILED
1960 DEC -6 AM 11:00

"PLAINTIFFS EXHIBIT #1

4

LIBER 129 PAGE 56

J. IRVING KING Davidsonville Maryland Plaintiff vs. PEARL G. KELLY 4021 9th Street, N. W. Washington 11, D. C. And all other persons claiming or claiming to have any interest in the property known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland. Defendants	NO. 14,126 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER OF PUBLICATION

The object of this suit is to secure the foreclosure of all rights of Redemption of the hereinabove Defendants in and to all of that property being known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland.

The Bill of Complaint, among other things, makes the following recitations:

1. That the property which is the subject of these proceedings was sold on October 13, 1959 at public auction sale by Edward M. Dunn, Jr., Treasurer for Anne Arundel County, Maryland, to J. Irving King, the Plaintiff, for the sum of Twenty Five Dollars ($25.00), and that on the same date a certificate of tax sale (numbered 2953) was issued by the said County Treasurer to the said J. Irving King.

2. That the property which is the subject of this proceeding was conveyed to the Defendant, Pearl G. Kelly, by Otis L. Williams, Jr. and wife by Deed dated July 14, 1947 and recorded among the Land Records of this County in Liber J.H.H. 420, folio 246, which property was assessed on the date of the aforesaid tax sale to the Defendant, Pearl G. Kelly, whose

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ANNAPOLIS, MD.

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last known address was 4021 9th Street, N. W., Washington 11, D. C. The amount due on the date of sale was Twenty One Dollars and Thirty Four Cents ($21.34).

3. That according to pertinent records of this County, the title to said Lot is still vested in the name of Defendant, Pearl G. Kelly, and the same has not been redeemed by her or any other person although more than one year and one day have expired from the date of the aforesaid tax sale.

4. That Plaintiff prays the passage of a final decree foreclosing all rights of Redemption of all Defendants hereto, in and to the property which is the subject of these proceedings to the end of acquiring in the name of the Plaintiff, his heirs and assigns, an absolute and indefeasible fee simple title to said property, free and clear of all alienation and encumbrance, and the Bill of Complaint further prays the granting of this Order of Publication for the purpose of giving legal notice to all of the Defendants named herein of the substance of these proceedings.

It is thereupon, this day of December, 1960, by the Circuit Court for Anne Arundel County in Equity, Ordered that notice be given as prayed by the insertion of a copy of this Order in some local newspaper, having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning the named Defendants to be and appear in this Court in person or by solicitor on or before the day of , 1961, for the purpose of redeeming the property, answering the Bill of Complaint filed against them, and making whatever defense they may have, if any, or thereafter a final decree will be rendered foreclosing all rights of Redemption in the property and vesting a clear and indefeasible fee simple title thereto in the Plaintiff, J. Irving King.

George T. Cromwell, Clerk

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 129 PAGE 58

NO. 14,126 EQUITY
IN THE
CIRCUIT COUR.
FOR
ANNE ARUNDEL
COUNTY

J. IRVING KING
Davidsonville, Maryland
Plaintiff
versus
PEARL G. KELLY
4021 9th Street, N.W.
Washington 11. D.C.
And all other persons having or claiming to have any interest in the property known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland
Defendants

Order Of Publication

The object of this suit is to secure the foreclosure of all rights of Redemption of the hereinabove Defendants in and to all of that property being known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland.

The Bill of Complaint, amoog other things, makes the followiog recitations:

1. That the property which is the subject of these proceedlogs was sold on October 13, 1959 at public auction sale by Edward M. Duno, Jr., Treasurer for Anne Arundel County, Maryland, to J. Irving King, the Plaintiff, for the sum of Twenty Five Dollars ($25.00), and that on the same date a certificate of tax sale (numbered 2953) was issued by the said County Treasurer to the said J. Irving King.

2. That the property which is the subject of this proceeding was conveyed to the Defendant, Pearl G. Kelly, by Otis L. Williams, Jr. and wife by Deed dated July 14, 1947 and recorded among the Land Records of this County in Liber J.H.H. 420, folio 246, which property was assessed on the date of the aforesaid tax sale to the Defendant, Pearl G. Kelly, whose last known address was 4021 9th Street, N.W., Washington 11, D.C. The amount due on the date of sale was Twenty One Dollars and Thirty Four Cents ($21.34).

3. That according to pertinent records of this County, the title to said Lot is still vested in the name of Defendant, Pearl G. Kelly, and the same has not been redeemed by her or any other person although more thao one year aod one day have expired from the date of the aforesaid tax sale.

4. That Plaintiff prays the passage of a finai decree foreclosing all rights of Redemption of all Defendants hereto, in and to the property which is the subject of these proceedings to the end of acquiring in the name of the Plaintiff, his heirs and assigns, an absolute aod indefeasible fee simple title to said property, free and clear of all alienation and encumbraoce, and the Bill of Complaint further prays the granting of this Order of Publication for the purpose of giving legal notice to all of the Defendants named herein of the substance of these proceedings.

No. 7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed

Order of Publication

Eq. 14,126

Pearl G. Kelly (Property)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of February, 1961. The first insertion being made the 8th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Vidgiman

FILED
1960 Dec.
31 AM 11:50

It is thereupon, this 6th day of December, 1960, by the Circuit Court for Anne Arundel County in Equity, Ordered that notice be given as prayed by the insertion of a copy of this Order in some local newspaper, having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning the named Defendants to be and appear in this Court in person or by solicitor on or before the 9th day of February, 1961, for the purpose or redeeming the property, answering the Bill of Complaint filed against them, and making whatever defense they may have, if any, or thereafter a final decree will be rendered foreclosing all Rights of Redemption in the property and vesting a clear and indefeasible fee simple title thereto in the Plaintiff, J. Irving King.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-29

LIBER 129 PAGE 60

J. IRVING KING Davidsonville Maryland Plaintiff	:	NO. 14,126 EQUITY
vs.	:	IN THE
PEARL G. KELLY 4021 9th Street, N. W. Washington 11, D. C.	:	CIRCUIT COURT
And all other persons having or claiming to have any interest in the property known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland	:	FOR ANNE ARUNDEL COUNTY
Defendants	:	

- - - - - -

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LeRoy Bald, who being duly sworn according to law deposed and said as follows:

1. That he is the solicitor for the Plaintiff in the above entitled case.

2. That before filing the Bill of Complaint in said case, he made an effort to determine the proper address of the Defendant Pearl G. Kelly which appeared among the Land Records and Tax Records of Anne Arundel County as a title holder of Lot 69 on a Plat of North Selby, First Election District, Anne Arundel County, Maryland, and the last known address in the Tax Records of Anne Arundel County, Maryland for the said Defendant Pearl G. Kelly was 4021 9th Street, N. W., Washington 11, D. C.

3. That on the 5th day of December 1960 affiant sent a certified letter, return receipt requested, to Pearl G. Kelly at the aforesaid address (a copy of the letter being attached hereto) setting forth the purpose of this action, and said letter was returned marked "ADDRESSEE DECEASED", December 8, 1960.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1961 FEB 28 PM 1:08

4. That an Order of Publication in an Anne Arundel County newspaper has been printed, same having appeared on December 8th, December 15th, December 22nd and December 29th, 1960, in the Maryland Gazette.

LeRoy Bald

LeRoy Bald, Affiant

Witness my hand and seal Notarial.

Mary Ann Chaney

Mary Ann Chaney, Notary Public

December 5, 1960

M's. Pearl G. Kelly
4021 9th Street, N. W.
Washington 11, D. C.

Re: Lot 69 on Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland.

Dear M's. Kelly:

Enclosed herewith please find Bill of Complaint to foreclose your Equity of Redemption in the above captioned property, together with a copy of the Order of Publication. I believe you will find both of these documents self-explanatory.

The purpose of my letter and these enclosures is to give you legal notice of the intention of our client, the Plaintiff, J. Irving King. If it is your desire to redeem the property which is the subject of these proceedings, then I suggest that you contact either your attorney, or the undersigned within the time specified in the Order of Publication, or your rights of Redemption may be lost. A self-addressed, stamped return envelope is enclosed herewith for your convenience.

Very truly yours,

CHILDS AND BALD

LeRoy Bald

LB:mab
Enclosures/3

J. IRVING KING Davidsonville Maryland Plaintiff	:	NO. 14,126 EQUITY
vs.	:	IN THE
PEARL G. KELLY 4021 9th Street, N. W. Washington 11, D. C.	:	CIRCUIT COURT
And all other persons having or claiming to have any interest in the property known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland	:	FOR ANNE ARUNDEL COUNTY
Defendants	:	

DECREE PRO CONFESSO

All Defendants in this cause having been duly notified to appear in an Order of Publication duly published, and having failed to appear to the Bill of Complaint and answer same according to the command of the said Order of Publication.

It is thereupon this 1st day of March, 1961, 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 all Defendants named in the within matter.

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 of Complaint.

Matthew L. Evans
JUDGE

FILED

1961 MAR -1 PM 2:37

18

LIBER 129 PAGE 63

J. IRVING KING Davidsonville Maryland Plaintiff	:	NO. 14,126 EQUITY IN THE
vs.	:	
PEARL G. KELLY 4021 9th Street, N. W. Washington 11, D. C.	:	CIRCUIT COURT
And all other persons having or claiming to have any interest in the property known as Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland Defendants	:	FOR ANNE ARUNDEL COUNTY

• • •

DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 97 through 123 inclusive of the Annotated Code of Maryland, 1957 edition.

It is thereupon, this 3rd day of April 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants - Pearl G. Kelly, or of anyone claiming by, from or under her, in and to the property described as being Lot 69 on a Plat of North Selby, recorded in Plat Book 8, Page 27, First Election District, Anne Arundel County, Maryland and described in these proceedings as having been sold by Edward M. Dunn, Jr., County Treasurer for Anne Arundel County, Maryland, to J. Irving King, the Plaintiff herein, for the non-payment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and defense occurring prior to this Decree, as well as all encumbrances thereon, is hereby vested in the Plaintiff J. Irving King.

3. That the Plaintiff, J. Irving King shall pay the costs of these proceedings.

FILED

1961 APR -4 AM 11:25

Whittington L. Evans

JUDGE

LIBER 129 PAGE 64

Docket ..... Folio .....
Case No. 14,027 Equity
Filed .....

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Street
Baltimore 2, Maryland
Complainant

vs.

CHARLES V. CLARK and
MARY V. CLARK, his wife
113 Victor Parkway
Anne Arundel County, Maryland
Defendants

IN THE

Circuit Court ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 22nd day of May A.D. 1958 the defendants executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,300.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That the said mortgagors are presently in default under the covenants of said mortgage.

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

And as in duty, &c.

J. Purdon Wright
J. Purdon Wright
345 St. Paul Place - Balto. 2, Md.
Attorney for Plaintiff

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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 129 PAGE 65
LIBER 1206 PAGE 474

MARYLAND

No. 14,027 Equity

MORTGAGE

THIS MORTGAGE, made this 22nd day of May, A. D. 1958, by and between

Charles V. Clark and Mary V. Clark, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association, of Baltimore City a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand three hundred----------Dollars ($ 10,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & three-quarter per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three----------75/100 Dollars ($ 53.75), commencing on the first day of July, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 19 88. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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 and being known and designated as Lot No. 9 Block D, as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 42. Improvements thereon being known as No. 113 Victor Parkway.

BEING the same lot of ground described in a deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by Virginia Home Builders Incorporated unto the herein mortgagors.

"Petitioner's Exhibit No. 1"

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

10—6890-8

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LIBER 129 PAGE 66
LIBER 1206 PAGE 475

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, 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.

16—49290-S

RV

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 J. Purdon Wright, 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 $75.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

Hazel E. Morgan
Hazel E. Morgan

Charles V. Clark [SEAL]
Charles V. Clark

Mary V. Clark [SEAL]
Mary V. Clark

[SEAL]

[SEAL]

LIBER 1206 PAGE 477

STATE OF MARYLAND, City of Baltimore to wit: LIBER 1206 PAGE 478

I HEREBY CERTIFY, That on this 22nd day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles V. Clark and Mary V. Clark, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

1350

Hazel E. Morgan
Hazel E. Morgan, Notary Public

Rec'd for record May 24 1958 at 11:20 AM
Mailed to American Natl. B&L Assn of Balto City.

STATE OF MARYLAND

41795

Mortgage

FROM

CHARLES V. CLARK AND MARY V. CLARK, his wife

TO

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 1958 at o'clock M.
Same day recorded in Liber No. Folio &c.,
One of the Land Records of
examined per
Cost of Record, $ 1350, Clerk.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 MAY 24 AM 11:20
& RECORDED IN LIBER GT
NO. 1206 FOLIO 474
CECIL

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

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

STATEMENT OF MORTGAGE CLAIM LIBER 129 PAGE 69

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
A body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant
vs.

CHARLES V. CLARK and
MARY V. CLARK, his wife
113 Victor Parkway
Anne Arundel County, Maryland
Defendants

DOCKET ..... FOLIO .....
CASE NO. 14,027 Equity
FILED .....

IN THE

CIRCUIT COURT ~~FOR BALTIMORE CITY~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City under the mortgage from Charles V. Clark and Mary V. Clark, his wife, to The American National Building and Loan Association of Baltimore City dated the 22nd day of May, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1206 folio 474.

Principal Blance as of 9/30/60	$10,044.73
Interest to 9/30/60	301.36
	$10,345.09
Debit to 9/30/60	66.36
Total Balance Due	$10,412.45

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link
Urban J. B. Link, President

COUNTY
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~~ County of Baltimore, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

FILED 1960 OCT -8 PM 3:39

Howard I. Scaggs, Jr.
Notary Public

6

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

LIBER 129 PAGE 70

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 2, Maryland
Complainant

vs.

CHARLES V. CLARK and
MARY V. CLARK, his wife
113 Victor Parkway
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

Case No. 4027 Equity

Filed .....

Military Affidavit

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City

and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant ~~is~~ are not in the military service of the United States,

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

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

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

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link
Urban J. B. Link, Affiant, President

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

Howard I. Spaggs, Jr.
Notary Public

FILED
1960 OCT -8 AM 9:39

LIBER 129 PAGE 71

DOCKET ..... FOLIO .....

CASE No. 14027 Equity

FILED .....

IN THE

Circuit Court ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

~~In the Circuit Court No. 2 of Baltimore City~~

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
vs. Complainant

CHARLES V. CLARK and
MARY V. CLARK, his wife
113 Victor Parkway
Anne Arundel County, Maryland
Defendants

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 10th day of October in the year nineteen hundred and sixty by the Circuit Court for Anne Arundel County ~~No. 2 of Baltimore City~~, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of

FAIR VALUE $11,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit pay-~~ $500.00 cash at time and place of sale, the balance in cash upon ratification of sale by the Court, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1960 OCT 10 AM 11:31

Matthew A. Tamm
Judge

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

LIBER 10 PAGE 450

STATE OF MARYLAND

LIBER 129 PAGE 72

The American National Building and Loan Association of Baltimore City

versus

Charles V. Clark and Mary V. Clark, his wife

BOND OF TRUSTEE TO SELL
Real Estate
Equity No. 14,027

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, 345 St. Paul Street, Baltimore 2, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and 00/100 - Dollars ($ 11,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 28th day of November in the year of our Lord one thousand, nine hundred and sixty.

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

The American National Building and Loan Association of Baltimore City

versus

Charles V. Clark and Mary V. Clark, his wife

now pending in said Court.

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

J. Purdon Wright

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

V. Arline Goodwin (SEAL)

J. Purdon Wright (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

FILED
1960 DEC -5 AM 11:04

Bond approved this 5th day of December, 1960

Geo. T. Cromwell, Clerk

J. PURDON WRIGHT
Solicitor
345 St. Paul Pl-
Baltimore 2, Md

Trustee's Sale
OF VALUABLE FEE SIMPLE RESIDENTIAL DWELLING

NO. 113 VICTOR PARKWAY
VICTOR HAVEN
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the case entitled The American National Building and Loan Association of Baltimore City, a body corporate vs. Charles V. Clark and Mary V. Clark, his wife, the undersigned, Trustee, will sell at public auction on the premises on

Monday, Dec. 5, 1960
at 3 o'clock P. M.

ALL THAT FEE SIMPLE PARCEL OR LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County, Maryland and described as follows:

BEGINNING for the same and being known and designated as Lot No. 9 Block D. as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 folio 42. The improvements thereon being known as No. 113 Victor Parkway. In fee simple and IMPROVED BY A ONE-STORY BUNGALOW CONTAINING 5 ROOMS, DINETTE, BATH, WARM AIR GAS FIRED HEAT.

Terms Of Sale: A deposit of $750 to be paid at time and place of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest at rate of 6 per cent per annum to be paid on unpaid balance of purchase price from date of sale to date of settlement. All taxes and all other public charges to be adjusted from date of sale.

J. Purdon Wright, Trustee
ALEX COOPER
Auctioneer

No. D-1

1960 DEC -5 PM

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 73

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1960

We hereby certify, that the annexed

Trustee's Sale

No. 14,027 Eq

Charles V. Clark

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 10th day of November, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By [signature]

10

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
vs. Complainant

CHARLES V. CLARK and
MARY V. CLARK, his wife
113 Victor Parkway
Anne Arundel County, Maryland
Defendants

DOCKET ..... FOLIO .....
CASE NO. 14,027 Equity
FILED .....

IN THE

CIRCUIT COURT ~~for Baltimore City~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

LIBER 129 PAGE 74

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY

The Report of Sale of J. Purdon Wright

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

the fee simple property known as 113 Victor Parkway

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

MARYLAND GAZETTE

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, J. Purdon Wright did pursuant to said notice on Monday the 5th day of December 1960 at 3:00 o'clock P. M. attend on the premises and then and there sold

the fee simple property to The American National Building and Loan Association of B.ltimore City, a body corporate, Lexington and Liberty Streets, Baltimore 1, Maryland, the mortgagee herein, at and for the price of $10,858.00, it being the highest bidder at said sale.

J. Purdon Wright, Trustee

County
State of Maryland, ~~City~~ of Baltimore, Sct:

I HEREBY CERTIFY, That on this 9th day of December 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared

J. Purdon Wright Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED
1960 DEC 13 AM 10:19

As witness my hand and Notarial Seal,

V. Arline Goodwin *Notary Public.*

The American National Building and Loan Association of Baltimore City, a body corporate

vs.

Charles V. Clark and Mary V. Clark, his wife

J. PURDON WRIGHT
Solicitor
345 St. Paul Place
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL DWELLING

NO. 113 VICTOR PARKWAY
VICTOR HAVEN
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the case entitled The American National Building and Loan Association of Baltimore City, a body corporate vs. Charles V. Clark and Mary V. Clark, his wife, the undersigned, Trustee, will sell at public auction on the premises on

Monday, Dec. 5, 1960
at 3 o'clock P. M.

ALL THAT FEE SIMPLE PARCEL OR LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County, Maryland and described as follows:

BEGINNING for the same and being known and designated as Lot No. 9 Block D, as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 folio 42. The improvements thereon being known as No. 113 Victor Parkway. In fee simple and IMPROVED BY A ONE-STORY BUNGALOW CONTAINING 5 ROOMS, DINETTE, BATH, WARM AIR GAS FIRED HEAT.

Terms Of Sale: A deposit of $750 to be paid at time and place of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest at rate of 6 per cent per annum to be paid on unpaid balance of purchase price from date of sale to date of settlement. All taxes and all other public charges to be adjusted from date of sale.

J. Purdon Wright, Trustee
ALEX COOPER

FILED

1960 DEC 13 AM 10:19

12

In The Circuit Court

For

Anne Arundel County
(In Equity)

Auctioneer's Certificate

I hereby certify that I have this 5th day of December, 1960, sold the property described in the attached advertisement of sale at and for the sum of $10,858.00 to American National Bldg & Loan Assn, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

[signature]
Alex Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 5th day of December, 1960, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Trustee, at and for the sum of $ 10,858.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

THE AMERICAN NATIONAL BUILDING & LOAN ASSN. OF BALTIMORE CITY

BY: [signature]
Urban J. B. Link
President

Purchaser

Test: [signature]
Asst Secy

LIBER 129 PAGE 75

ORDER NISI

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate
versus
CHARLES V. CLARK and MARY V. CLARK, his wife

LIBER 129 PAGE 76

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,027 Equity

Ordered, this 13th day of December, 19 60, That the sale of the Property in these proceedings mentioned, made and reported by J. Purdon Wright, Trustee

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

The report states that the amount of sale was $ 10,858.00

FILED 1960 DEC 13 AM 10:19

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate
versus
CHARLES V. CLARK and MARY V. CLARK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th 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.

Matthew S. Evans
JUDGE.

FILED

1961 JAN 18 AM 9:19

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 77

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,027

Charles V. Clark

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 January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. M. G. 18738

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,027 Equity

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate

versus

CHARLES V. CLARK and MARY V. CLARK, his wife

Ordered, this 13th day of December, 1960, That the sale of the Property in these proceedings mentioned, made and reported by J. Purdon Wright, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $10,858.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

J-5

In the Case of

The American National Building and Loan Association of Baltimore City

VS.

Charles V. Clark

and

Mary V. Clark, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,027 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor

February 17, 1961

FILED

1961 FEB 23 AM 10:30

15

Dr. The American National Building and Loan Association of Baltimore City vs. Charles V. Clark and Mary V. Clark, his wife in ac.

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	355	74	430	74
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
U.S. Fidelity & Guaranty Co.-bond premium	44	00		
Alex Cooper - auctioneer's fee	35	00		
Lien Report	5	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	12	10		
V. Arline Goodwin - notary fee		50		
Howard I. Scaggs, Jr. - notary fees	1	00	193	65
To The American National Building & Loan Association of Baltimore City, mortgagee- this balance on account mortgage claim	10,227	28	10,227	28
			10,912	17
Amount of mortgage claim filed	10,412	45		
Interest @ 4-3/4% on principal balance of $10,044.73 from 9/30/60 to 3/25/61 - 5 months 25 days	231	93		
	10,644	38		
Cr. Amount allowed above	10,227	28		
Balance subject to decree in personam	417	10		

16

with J. Purdon Wright, Trustee

Cr.

1960				
Dec.	5	Proceeds of Sale	10,858 00	10,858 00
		Refund 1960 State and County taxes- 26 days	7 50	
		Refund 1960 Annapolis City taxes - 6 months 26 days	46 67	54 17
				10,912 17

LIBER 129 PAGE 81

ORDER NISI

The American National Building and Loan Association of Baltimore City

VERSUS

Charles V. Clark

and

Mary V. Clark, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,027 Equity.

FEB 23 10:30

ORDERED, This 23rd. 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 3rd. day of April ~~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 3rd. day of ~~March~~ April next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 APR -6 PM 3:47

D. Brue Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 827

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,027 Equity
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY,
versus
CHARLES V. CLARK, and MARY V. CLARK, his wife

Ordered, this 23rd 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 3rd day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of April next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,027

Auditor Account

Charles V. Clark

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 April, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 MAR 29 PM 3.46

By M. Tilghman

No. M. G. 19619

19

LIBER 129 PAGE 83

Docket 19 Folio 193

Case No. 14,074

Filed .....

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

WILLIAM C. BEALL and
DOROTHY JEAN BEALL, his wife
200 Victor Parkway
Annapolis, Maryland
Defendants

IN THE

Circuit Court

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 27th day of November A.D. 57 the defendants executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,250.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That the said mortgagors are presently in default under the covenants of said mortgage.

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

And as in duty, &c.

J. Purdon Wright

J. PURDON WRIGHT, 345 St. Paul Place
Baltimore 2, Maryland
Attorney for Plaintiff

FILED
1960 NOV -2 AM 10:08

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 1170 PAGE 350

MARYLAND

MORTGAGE

LIBER 129 PAGE 84

THIS MORTGAGE, made this 27th day of November, A. D. 1957, by and between

William C. Beall and Dorothy Jean Beall, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association of Baltimore City a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand two hundred and fifty---------- Dollars ($ 10,250.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-one----------96/100 Dollars ($ 51.96), commencing on the first day of January, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 19 87. 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 and being known and designated as Lot No. 3 Block H as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 42. Improvements thereon being known as No. 200 Victor Parkway.

BEING the same lot of ground described in a deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by Virginia Home Builders Incorporated unto the herein mortgagors.

"PETITIONER'S EXHIB NO. 1"

FILED

1960 NOV -2 AM 10:08

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

16—49290-8

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:

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 J. Purdon Wright, 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 $75.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:
Hazel E. Morgan
Hazel E. Morgan

William C. Beall [SEAL]
William C. Beall
Dorothy Jean Beall [SEAL]
Dorothy Jean Beall
[SEAL]
[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 27th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Beall and Dorothy Jean Beall, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Hazel E. Morgan
Hazel E. Morgan, Notary Public

Rec'd for record Nov. 30, 1957 at 10:03 A.M.
Mailed to American Nat'l. Bldg. & Loan Assn. of Balto. City

LIBER 1170 FOLIO 353

STATE OF MARYLAND

4724

Mortgage

FROM

WILLIAM C. BEALL AND DOROTHY JEAN BEALL, his wife

TO

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

REC'D FOR RECORDING
AND RECORDED IN LIBER
AMONG THE LAND RECORDS OF
BALTIMORE COUNTY
1957 NOV 30 AM 10: 03
REC'D. FOLIO 353
NO. 4724

Received for Record 19 at o'clock M.
Same day recorded in Liber &c.,
Folio &c., one of the Land Records of
examined per
Clerk.

Cost of Record, $ 13.50

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

U. S. GOVERNMENT PRINTING OFFICE 16—40800-4

Militar(.ffidavit under Soldiers' and Sai..s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 129 PAGE 88

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

WILLIAM C. BEALL and
DOROTHY JEAN BEALL, his wife
200 Victor Parkway
Annapolis, Maryland
Defendants

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket 19 Folio 193

Case No. 14,074

Filed .....

Military Affidavit

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City and made oath in due form of law that he ~~she~~ knows the defendants herein, and that to the best of his ~~her~~ information, knowledge and belief

(1) said defendant ~~is~~ are not in the military service of the United States,

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

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

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

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link
Urban J. B. Link *Affiant.*

Subscribed and sworn to before me this 1st day of Nov. 1960

Howard I. Scaggs, Jr.
Notary Public
Howard I. Scaggs, Jr.

NOTARY PUBLIC BALTIMORE CITY

FILED
1960 NOV -2 AM 10:08

STATEMENT OF MORTGAC CLAIM

THE AMERICAN NATIONAL BULLDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant
vs.

WILLIAM C. BEALL and
DOROTHY JEAN BEALL, his wife
200 Victor Parkway
Annapolis, Maryland
Defendants

DOCKET 19 FOLIO 193
CASE NO. 14,074
FILED

IBER 129 PAGE 89

IN THE

CIRCUIT COURT XXXXX

—OF—

ANNE ARUNDEL COUNTY
XXXXXXXXXX

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City under the mortgage from William C. Beall and Dorothy Jean Beall, his wife, to The American National Building and Loan Association of Baltimore City dated the 27th day of November 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1170 folio 350.

Principal Balance Due as of 10/30/60	$9,881.41
Interest to 10/30/60	296.48
	$10177.89
Debit in Expense Account	2.88
Total Balance Due	$10180.77

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link
Urban J. B. Link, President

COUNTY
STATE OF MARYLAND, XXX OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 28th day of November in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City

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

As witness my hand and Notarial Seal.

Howard I. Scaggs, Jr.
Notary Public.

FILED

1960 NOV -2 AM 10: 08

7

DOCKET 19 FOLIO 193

CASE No. 14074

FILED

IN THE

Circuit Court

—OF—

ANNE ARUNDEL COUNTY

TERM, 19

LIBER 129 PAGE 90

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

WILLIAM C. BEALL and
DOROTHY JEAN BEALL, his wife
200 Victor Parkway
Annapolis, Maryland
Defendants

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 2nd day of November in the year nineteen hundred and sixty by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of

FAIR VALUE $10,600.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be $500.00 cash at time and place of sale, the balance in cash upon ratification of sale by the Court, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1960 NOV -3 AM 10:49

D. Bruce Duckett
Judge

8

STATEMENT OF MORTGAGE CLAIM

LIBER 129 PAGE 91

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
Lexington and Liberty Streets
Baltimore 1, Maryland
Complainant

vs.

WILLIAM C. BEALL and
DOROTHY JEAN BEALL, his wife
200 Victor Parkway
Annapolis, Maryland
Defendants

DOCKET ..... FOLIO .....
CASE NO. 14,074
FILED .....

IN THE

CIRCUIT COURT ~~XXXXX~~

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

IN EQUITY

REVISED STATEMENT OF MORTGAGE DEBT

Revised Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City under the mortgage from William C. B all and Dorothy Jean Beall, his wife, to The American National Building and Loan Association of Baltimore City dated the 27th day of November, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC 1170 folio 350.

Principal Balance Due as of 10/30/60	$9,881.41
Interest to 10/30/60	296.48
	$10177.89
Debit in Expense Account 12/15/60	65.19
Total Balance	$10,243.08

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J B Link
Urban J. B. Link, President

COUNTY
STATE OF MARYLAND, ~~CITY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of December in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Howard I. Scaggs, Jr. *Notary Public*

FILED
1960 DEC 19 AM 9:12

9

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 10 PAGE 460

LIBER 129 PAGE 92

IN THE CIRCUIT COURT OF [illegible]

STATE OF MARYLAND

[illegible]

versus

[illegible]

BOND OF TRUSTEE TO SELL

[illegible]

Equity No. 14,074

KNOW ALL MEN BY THESE PRESENTS: That we, [illegible]

[illegible]

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of [illegible] Dollars ($[illegible]) 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 [illegible] day of [illegible] in the year of our Lord one thousand, nine hundred and [illegible].

WHEREAS THE ABOVE BOUNDEN [illegible]

by virtue of a decree of the Honorable the Judge of the Circuit Court of [illegible] ha been appointed trustee to sell [illegible] mentioned in the proceedings in the case of

[illegible]

versus

[illegible]

now pending in said Court.

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

[illegible]

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

V. Arline Goodwin ..... J. Purdon Wright (SEAL)
V. Arline Goodwin J. Purdon Wright

..... (SEAL)

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Edward J. McNamara
Howard J. McNamara
Attorney in Fact.

FILED
1960 DEC 19 AM 9:12

Bond approved this 19th day of December, 19[illegible]

George T. Cromwell, Clerk

10

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore 1, Maryland
vs. Complainant

WILLIAM C. BEALL and
DOROTHY JEAN BEALL, his wife
200 Victor Parkway
Annapolis, Maryland
Defendants

DOCKET ..... FOLIO .....
CASE NO. 14,074
FILED .....

IN THE

CIRCUIT COURT ~~XXXXXX~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

LIBER 129 PAGE 93

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY

The Report of Sale of J. Purdon Wright

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

the fee simple property known as 200 Victor Parkway

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

MARYLAND GAZETTE

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee J. Purdon Wright did pursuant to said notice on Monday the 19th day of December 1960 at 3:30 o'clock P.M. attend on the premises and then and there sold the fee simple property to The American National Building and Loan Association of Baltimore City, a body corporate, Lexington and Liberty Streets, Baltimore 1, Maryland, the mortgagee herein, at and for the price of $10,566.00, it being the highest bidder at said sale.

J. Purdon Wright

J. Purdon Wright, Trustee

State of Maryland, ~~City~~ County of Baltimore, Sct:

I HEREBY CERTIFY, That on this 4th day of January 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared

J. Purdon Wright

Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

1961 JAN -5 PM 12:37

As witness my hand and Notarial Seal,

J. Arline Goodwin

J. Arline Goodwin *Notary Public.*

The American National Building and Loan Association of Baltimore City, a body corporate

vs.

William C. Beall and Dorothy Jean Beall, his wife

In the Circuit Court

For

Anne Arundel County
(In Equity)

Auctioneer's Certificate

I hereby certify that I have this 19th day of December, 1960, sold the property described in the attached advertisement of sale at and for the sum of $10,566 to The AMERICAN NATIONAL Bldg & LOAN ASSOCIATION, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 19th day of December, 1960, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Trustee, at and for the sum of $10,566 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTO. CITY

BY: Urban J. [illegible]

Test:

William A. Sapp, Assistant Secretary

FILED

1961 JAN -5 PM 12:37

J. PURDON WRIGHT
SOLICITOR
345 St. Paul Place
Baltimore 2, Maryland

Trustee's Sale

—OF—

VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

NO. 200 VICTOR PARKWAY
Victor Haven
Anne Arundel County

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the case entitled The American National Building and Loan Association of Baltimore City, a body corporate vs. William C. Beall and Dorothy Jean Beall, his wife, the undersigned, Trustee, will sell at public auction on the premises on

MONDAY, DECEMBER 19, 1960 AT 3:30 P.M.

ALL THAT FEE SIMPLE PARCEL OR LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County, Maryland and described as follows:

BEGINNING for the same and being known and designated as Lot No. 3 Block H as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 Folio 42. The improvements thereon being known as No. 200 Victor Parkway. Improved by frame detached rancher consisting 6 rooms and bath. Hot air gas heat.

Terms of Sale: A deposit of $750 to be paid at time and place of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest at rate of 6 per cent per annum to be paid on unpaid balance of purchase price from date of sale to date of settlement. All taxes and all other public charges to be adjusted from date of sale.

J. Purdon Wright, Trustee
ALEX COOPER
Auctioneer
Plaza 2-4668
212 N. Calvert Street
Baltimore 2, Maryland

D-15

12

ORDER NISI

LIBER 129 PAGE 95

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
versus
WILLIAM C. BEALL and DOROTHY JEAN BEALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,074 Equity

Ordered, this 5th day of January, 19 61, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Trustee

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

The report states that the amount of sale was $ 10,566.00

George T. Cromwell Clerk.

True Copy.
FILED: 1961 Jan.5 PM 12:37

TEST: George T. Cromwell Clerk.

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
versus
WILLIAM C. BEALL and DOROTHY JEAN BEALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of February, 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.

Matthew S. Evans
JUDGE.

FILED
1961 FEB 15 AM 9:48

13

J. PURDON WRIGHT
SOLICITOR
345 St. Paul Place
Baltimore 2, Marylan

Trustee's Sale
—OF—
VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

NO. 200 VICTOR PARKWAY
Victor Haven
Anne Arundel County

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the case entitled The American National Building and Loan Association of Baltimore City, a body corporate vs. William C. Beall and Dorothy Jean Beall, his wife, the undersigned, Trustee, will sell at public auction on the premises on

MONDAY, DECEMBER 19, 1960 AT 3:30 P.M.

ALL THAT FEE SIMPLE PARCEL OR LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Anne Arundel County, Maryland and described as follows:

BEGINNING for the same and being known and designated as Lot No. 3 Block H as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 Folio 42. The improvements thereon being known as No. 200 Victor Parkway. Improved by frame detached rancher containing 6 rooms and bath. Hot air gas heat.

Terms of Sale: A deposit of $750 to be paid at time and place of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest at rate of 6 per cent per annum to be paid on unpaid balance of purchase price from date of sale to date of settlement. All taxes and all other public charges to be adjusted from date of sale.

J. Purdon Wright, Trustee
ALEX COOPER
Auctioneer
Plaza 2-4868
212 N. Calvert Street
Baltimore 2, Maryland

D-15

14

17,074

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 96

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed

Trustee's Sale

William C. Beall

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 22nd day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1961 JAN -6 PM 12:39

By M. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 97

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14, 074 Equity

The American National Building and Loan Association of Baltimore City a body corporate
VERSUS
WILLIAM C. BEALL and DOROTHY JEAN BEALL, his wife

Ordered, this 5th day of January, 1961, That the sale of the Property in these proceedings mentioned made and reported by J. Purdon Wright, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $10,566.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-2

FEB 7 1961

No. M. G. 12974

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,074

William C. Beall

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 February, 1961. The first insertion being made the 12th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

LIBER 129 PAGE 98

In the Case of

The American National Building and Loan Association of Baltimore City

VS.

William C. Beall

and

Dorothy Jean Beall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,074 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

February 20, 1961

FILED

1961 FEB 23 AM 10:30

6

Dr. The American National Building and Loan Association of Baltimore City vs. William C. Beall and Dorothy Jean Beall, his wife in ac.

To Trustee for Fee, viz:		75	00	
To Trustee for Commissions, viz:		346	98	421 98
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		29	50	
Auditor - stating this account and three conies		22	50	62 00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale		59	52	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
U.S. Fidelity & Guaranty Co. - bond premium		42	40	
Alex Cooper - auctioneer's fee		35	00	
One-half Federal documentary stamps		6	05	
One-half State documentary stamps		12	10	
V. Arline Goodman - notary fees			50	
Howard I. Scaggs, Jr. - notary fees		1	50	184 07
To American National Building & Loan Association of Baltimore City, mortgagee- this balance on account mortgage claim		9,943	32	9,943 32
				10,611 37
Amount of Revised Mortgage Claim filed		10,243	08	
Interest @ 4½% on principal balance of $9,881.41 from 10/30/60 to 4/7/61 - 5 months 8 days		195	15	
		10,438	23	
Cr. Amount allowed above		9,943	32	
Balance subject to decree in personam		494	91	

17

with J. Purdon Wright, Trustee

Cr.

1960						
Dec.	19	Proceeds of Sale	10,566	00	10,566	00
		Refund 1960 State and County taxes- 12 days	3	19		
		Refund 1960 Annapolis City taxes - 6 months 12 days	42	18	45	37
					10,611	37

LIBER 129 PAGE 101

ORDER NISI

The American National Building & Loan Association of Baltimore City

VERSUS

William C. Beall

and

Dorothy Jean Beall, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,074 Equity.

ORDERED, This 23rd. 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 3rd day of ~~March~~ April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of ~~March~~ April next.

George T. Cromwell, Clerk

1961 FEB 23 PM 10:30

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 APR -6 PM 3:47

J. Barrie Duckett

OFFIC( )OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 102

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,074

Auditor Account

William C. Beall

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 April, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,074 Equity
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
versus
WILLIAM C. BEALL and DOROTHY JEAN BEALL, his wife

Ordered, this 23rd 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 3rd day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of April next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-16

FILED

No. M. G. 1616 1961 MAR 29 AM 8:58 By H. Tilghman

20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM ELWOOD DAVIDSON	:	(In Equity)

No. 14092 Equity

Mr. Clerk:

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

1. Original Mortgage from said William Elwood Davidson to Baltimore Federal Savings and Loan Association, dated January 24th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 898 folio 412.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1960 NOV 12 AM 9:56

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

LIBER 898 PAGE 412

LIBER 129 PAGE 104
MARYLAND

No. 14,092 Equity

MORTGAGE

THIS MORTGAGE, made this 24th day of January, A. D. 1955, by and between WILLIAM ELWOOD DAVIDSON

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND THREE HUNDRED AND 00/100ths Dollars ($ 10,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 19/100ths Dollars ($ 52.19), commencing on the first day of February, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 6 Block N on the Plat entitled "Blocks N and J and Parts of Blocks H and O Glenwood", which Plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County on July 19, 1954 in Plat Book No. 25, folio 24. The improvements thereon being known as 12 N. Jerome Parkway.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Spector Holding Company, Inc. to the within named Mortgagor.

FILED
1960 NOV 12 AM 9:57

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

16—42890-7

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:

36" Gas Range

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 Ninety-six and 00/100ths ($96.00) Dollars payable half-yearly on the 24th days of January and July in each and every year.

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

16—49590-3

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: [signature] JOHN C. EVELIUS

[signature] William Elwood Davidson [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 24th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Elwood Davidson 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.

[signature] JOHN C. EVELIUS Notary Public

Recorded- 27th Jan., 1955, at 9 A.M.

Application No. ____
Written by ____ pet
Approved by ____ Examiner
Ready for Record ____

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
WILLIAM ELWOOD DAVIDSON

PLAINTIFF'S EXHIBIT "A"

LIBER 129 PAGE 108

MILITARY AFFIDAVIT

Docket folio

No. 14,092 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of November, 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 William Elwood Davidson 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 NOV 12 AM 9:56

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM ELWOOD DAVIDSON

IN THE

LIBER 129 PAGE 109

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,092 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **William Elwood Davidson**

to **Baltimore Federal Savings and Loan Association**

dated the **24th** day of **January** 1955, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **898** Folio **412** .

Amount of Mortgage	**$10,300.00**
Less - amount paid on principal	**979.02**
	9,320.98
Plus - interest to 12/1/60	**210.87**
	9,531.85
Less - balance in expense account	**51.81**
	9,480.04

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **9th** day of **November** in the year nineteen hundred and **sixty** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

1960 NOV 12 PM

Clara M. Link

Clara M. Link Notary Public

7

[illegible] Attorney's Bond. 1-369

LIBER 10 PAGE 466

LIBER 129 PAGE 110

New Amsterdam Casualty Company

316084

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

14,092 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-FIVE HUNDRED AND 00/100 ($9500.00) - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd - day of December - - - - - - in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from William Elwood Davidson to the Baltimore Federal Savings and Loan Association bearing date the 24th day of January nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 898, Folio 412, and

#12 N. Jerome Parkway, Anne Arundel Co. Maryland

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

As to Surety:

M. S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1960 DEC 27 AM 9:44

Bond approved this 27 day of December 1960
George T. Cromwell Clerk

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM ELWOOD DAVIDSON	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

14,092 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 24th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 898 folio 412 from said William Elwood Davidson to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of December, ~~xx~~ 1960 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 6, Block N on the Plat entitled "Blocks N and J and Parts of Blocks H and O Glenwood", which Plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County on July 19, 1954 in Plat Book No. 25 folio 24, the improvements whereon are known as No. 12 N. Jerome Avenue; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1960 DEC 30 AM 10:47

9

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Elwood Davidson to Baltimore Federal Savings and Loan Association, dated January 24th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 898 folio 412 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 28th, 1960
at 3:30 P. M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on the north side of North Jerome Parkway, 2nd house east of Louise Terrace at or near Ritchie Highway, Glen Burnie, and described as follows:

Being known and designated as Lot No. 6 Block N on the Plat entitled "Blocks N and J and Parts of Blocks H and O Glenwood", which Plat is recorded among the Land Records of Anne Arundel County on July 19, 1954 in Plat Book 25 folio 24; the improvements whereon are known as No. 12 North Jerome Parkway.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining Subject to the payment of an annual ground rent of $96.00 and to any restrictive covenants, and-or Utility Agreements, of record affecting the property

The improvements consist of a 1½ story frame dwelling, containing 4 rooms, 1 bath, hot water radiant panel gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer D-22

LIBER 129 PAGE 112

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 Saving and Loan Association, subject to the payment of an annual ground rent of $96.00, at and for the sum of Ninety-nine Hundred forty-seven ($9947.00) 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 29th day of December, 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 the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

ORDER NISI

LIBER 129 PAGE 113

Walter S. Calwell, Attorney
named in Mortgage

versus

William Elwood Davidson

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,092 Equity

Ordered, this 30th day of December, 1960, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of 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.

The report states that the amount of sale was $ 9,947.00

George J Cromwell Clerk.

True Copy,
FILED:
1960 Dec 30 AM 10:47

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell, Attorney
Named in Mortgage

versus

William Elwood Davidson

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of February, 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. Bruce Duckett
JUDGE.

FILED
1961 FEB -9 PM 2:01

//

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Bu[illegible] g
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Elwood Davidson to Baltimore Federal Savings and Loan Association, dated January 24th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 898 folio 412 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 28th, 1960

at 3:30 P. M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on the north side of North Jerome Parkway, 2nd house east of Louise Terrace at or near Ritchie Highway, Glen Burnie, and described as follows:

Being known and designated as Lot No. 6 Block N on the Plat entitled "Blocks N and J and Parts of Blocks H and O Glenwood", which Plat is recorded among the Land Records of Anne Arundel County on July 19, 1954 in Plat Book 25 folio 24; the improvements whereon are known as No. 12 North Jerome Parkway.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining Subject to the payment of an annual ground rent of $96.00 and to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a 1½ story frame dwelling, containing 4 rooms, 1 bath, hot water radiant panel gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer D-22

No
12

OFFICE OF 17,092

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 114

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed

Attorney's Sale

William Elwood Davidson

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 December, 1960. The first insertion being made the 1st day of December, 1960

FILED THE CAPITAL-GAZETTE PRESS, INC.

1960 DEC 31 AM 11:50 By H. Wighaman

Equity 14,092

~~Mortgage and~~ Attorney's Bond. 1-369

LIBER 10 PAGE 472

New Amsterdam Casualty Company

316084
ADDITIONAL

221 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

LIBER 1239 PAGE 115

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Md.
as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of
FOUR HUNDRED AND FORTY-SEVEN AND 00/100 ($447.00) - - - - - - - - - - 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 3rd - - - - - - - - - - - - - - - - - -
day of January - - - - - - in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William Elwood Davidson to the
Baltimore Federal Savings and Loan Association
bearing date the 24th day of January nineteen hundred and fifty-five
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.
No. 898, Folio 412, and

#12 N. Jerome Parkway - 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.

Bond approved this 5th day of January, 1961
George T. Cromwell, Clerk

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

1967 Clerk

Signed, Sealed and Delivered
in the presence of

Clara M. Link
~~Attest~~

As to Surety:
M.S. Kraus

Walter S. Calwell (Seal)
(Seal)
(Seal)

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

FILED
1961 JAN -5 PM 12:30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 116

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,092

William Elwood Davidson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of 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. 14,092 Equity
WALTER S. CALWELL Attorney Named in Mortgage
VERSUS
WILLIAM ELWOOD DAVIDSON

Ordered, this 30th day of December, 1960 That the sale of the Property in these Proceedings Mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of February next; Provided, a copy of this Order be inserted in som enewspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of February next.

The report states that the amount of sale was $9,947.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-26

1961 FEB -7 PM 9:53

No. M. G. 18928

14

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

William Elwood Davidson

In the

Circuit Court

For

Anne Arundel County

No. 14,092 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

February 20, 1961

FILED

1961 FEB 23 PM 0:30

Dr. Walter S. Calwell, Attorney named in Mortgage vs. William Elwood Davidson in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	330	55	380	55
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	75		
Auditor - stating this account and two copies	18	00	59	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-premium on bond	39	78		
E.T. Newell & Co.,Inc. - auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Clara M. Link - notary fees	1	25	184	29
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,402	35	9,402	35
			10,026	94
Amount of mortgage claim filed	9,480	04		
Interest @ 4½% on principal balance of $9,320.98 from 12/1/60 to 4/8/61 - 4 months 8 days	149	14		
	9,629	18		
Cr. Amount allowed above	9,402	35		
Balance subject to decree in personam	226	83		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960							
Dec.	28	Proceeds of Sale		9,947	00		
		Interest on deferred payment to 2/9/61		71	28	10,018	28
		Refund 1960 State and County taxes ($164.98) - 3 days		1	47		
		Refund ground rent ($48.00) paid to 1/24/26 - 27 days		7	19	8	66
						10,026	94

ORDER NISI

LIBER 129 PAGE 120

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William Elwood Davidson

No. 14,092 Equity.

ORDERED, This 23rd. 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 3rd. day of ~~May~~ April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of ~~May~~ April next.

George T. Cromwell, Clerk

FEB 23 PM 1961

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 APR -6 PM 3:47

O. Bowie Duckett

LIBER 129 PAGE 121

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,092

Auditor Account.

William Elwood Davidson

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 April, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAR 29 PM 3:48

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,092 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
WILLIAM ELWOOD DAVIDSON

Ordered, this 23rd 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 3rd day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of April next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-16

No. M. G. 1965

19

LIBER 129 PAGE 122

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HARRY E. CROUT, JR., AND RUTH N. CROUT, HIS WIFE	:	(In Equity) Equity No. 14,098

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 Harry E. Crout, Jr., and Ruth N. Crout, his wife to Baltimore Federal Savings and Loan Association, dated November 18th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1169 folio 474.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

FILED

1960 NOV 15 AM 11:46

VA Form VB4-6316 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1169 PAGE 474

MARYLAND

Equity No. 14,098

LIBER 129 PAGE 123

MORTGAGE

THIS MORTGAGE, made this 18th day of November, A. D. 1957, by and between HARRY E. CROUT, JR. and RUTH N. CROUT, his wife

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand eight hundred fifty Dollars ($ 10,850.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-four and 98/100ths Dollars ($ 54.98), commencing on the first day of January, 1958, 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~~ 17th day of November, 19 87. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. Seventy-two (72), as shown on Plat 1 of Riviera Isle, Third Election District, Anne Arundel County, prepared by J. R. McCrone, Jr., Inc., dated May, 1955 and recorded on June 22, 1955, Plat Book 26, folio 10.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and assigned by The Bedford Holding Company unto the Mortgagors herein.

FILED

1957 NOV 15 AM 11:45

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

15—49930-8

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:

Elec. range

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 Ninety-six Dollars ($96.00), payable half-yearly on the 18th days of May and November in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of 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:

J. R. Holland, Jr. [SEAL]
JOHN R. HOLLAND, JR.

Harry E. Crout, Jr. [SEAL]
Harry E. Crout, Jr.

[SEAL]

Ruth N. Crout [SEAL]
Ruth N. Crout

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 18th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Harry E. Crout, Jr. and Ruth N. Crout, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

J. R. Holland, Jr.
JOHN R. HOLLAND, JR. *Notary Public.*

JOHN R. HOLLAND JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Nov 26 1957 at 2.42 PM.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
HARRY E. CROUT, JR., AND
RUTH N. CROUT, HIS WIFE

PETITIONER'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

HARRY E. CROUT, JR., AND

RUTH N. CROUT, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 14,098

LIBER 129 PAGE 127

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Harry E. Crout, Jr., and Ruth N. Crout, his wife

to Baltimore Federal Savings and Loan Association

dated the 18th day of November 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1169 Folio 474.

Amount of Mortgage	$10,850.00
Less - amount paid on principal	452.50
	10,397.50
Plus - interest to 12/1/60	235.24
	10,632.74
Less - balance in expense account	54.11
	10,578.63

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 10th day of November in the year nineteen hundred and sixty before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

1960 NOV 15 AM 11

Clara M. Link

Clara M. Link Notary Public

6

LIBER 129 PAGE 128

MILITARY AFFIDAVIT

Docket 19 folio 208

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of November, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Harry E. Crout, Jr., and Ruth N. Crout, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1960 NOV 15 AM 11:46

7

~~Maryland~~ Attorney's Bond. 1-369

LIBER 10 PAGE 464

316085

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y

LIBER 129 PAGE 129

14,098 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Md.

as Principal

and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

TEN THOUSAND, SIX HUNDRED AND 00/100 ($10,600.00) 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 22nd day of December in the year nineteen hundred and sixty

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Harry E. Crout Jr. and Ruth N. Crout, his wife, to the Baltimore Federal Savings and Loan Association, bearing date the 18th day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.G. No. 1169, Folio 474, and

Lot 72 Elizabeth Avenue, Riviere Isle, 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. Lusk

~~Attest~~ As to Surety:

M. S. Kraus

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols Attorney-in-Fact

FILED

1960 DEC 27 P 0:13

Bond approved this 27 day of December 1960

George T. Cromwell Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HARRY E. CROUT, JR., AND RUTH N. CROUT, HIS WIFE	:	(In Equity)

14098 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 18th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1169 folio 474 from said Harry E. Court, Jr., and Ruth N. Crout, 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 ArundelCounty, 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 28thday of December, xxx 1960 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and described as Lot No. 72 as shown on Plat 1 of Riviera Isle, Third District, Anne Arundel County, prepared by J.R. McCrone, Jr., Inc., dated May, 1955 and recorded among the Land Records of said County in Plat Book 26 folio 10; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1960 DEC 30 AM 10:46

9

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Harry E. Croul, Jr., and Ruth N. Croul, his wife, to Baltimore Federal Savings and Loan Association, dated November 18th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1169 folio 474 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 28th, 1960
at 3:00 P. M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on the westerly side of Elizabeth Road northerly from Fort Smallwood Road in a development known as Riviera Isle, near Rock Creek, near Riviera Beach, and described as follows:

Being known and designated as lot No. 72 as shown on Plat 1 of Riviera Isle, which Plat is recorded among the land Records of Anne Arundel County in Plat Book 26 folio 10.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining Subject to an annual ground rent of $96.00 and to any restrictive convenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame-brick veneer bungalow, containing 5 rooms (3 bedrooms) 1 bath, hot water baseboard radiation heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer D-22

LIBER 129 PAGE 131

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, subject to the payment of an annual ground rent of $96.00, at and for the sum of Eight Thousand ($8,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 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 the 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

LIBER 129 PAGE 132

ORDER NISI

Walter S. Calwell, Attorney
Named in Mortgage

versus

Harry E. Crout, Jr. and Ruth N. Crout,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,098 Equity

Ordered, this 30th day of December, 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 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.

The report states that the amount of sale was $8,000.00

George J. Cromwell Clerk.

True Copy,

FILED:
1960 Dec.30 AM 10:46

TEST: Clerk.

(Final Order)

Walter S. Calwell,
Attorney named in Mortgage

versus

Harry E. Crout, Jr. and
Ruth N. Crout, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of February, 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 FEB -9 PM 2:01

//

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

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Harry E. Crout, Jr., and Ruth N. Crout, his wife, to Baltimore Federal Savings and Loan Association, dated November 18th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1169 folio 474 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 28th, 1960
at 3:00 P. M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on the westerly side of Elizabeth Road northerly from Fort Smallwood Road in a development known as Riviera Isle, near Rock Creek, near Riviera Beach, and described as follows:

Being known and designated as lot No. 72 as shown on Plat 1 of Riviera Isle, which Plat is recorded among the land Records of Anne Arundel County in Plat Book 26 folio 10.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining Subject to an annual ground rent of $96.00 and to any restrictive convenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame-brick veneer bungalow, containing 5 rooms (3 bedrooms) 1 bath, hot water baseboard radiation heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer D-22

No. 14,698

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 133

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed

Attorney's Sale

Harry E. Crout, 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 27th day of December, 1960. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

Dec 31 1960 By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 134

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,098

Harry E. Crout, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1961. The first insertion being made the 5th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidy Thomas

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,098 Equity
WALTER S. CALWELL, Attorney Named In Mortgage
VERSUS
HARRY E. CROUT, JR. and RUTH N. CROUT, his wife

Ordered, this 30th day of December, 1960, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of 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.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-26

1961 FEB -7 PM 1:53

No. M. G. 18956

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Harry E. Crout, Jr.,
and
Ruth N. Crout, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,098 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. Sickling
Auditor.

February 25, 1961

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Harry E. Crout, Jr., and Ruth N. Crout, his wife

To Attorney for Commissions, viz:	271	68	271	68
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	42	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Clara M. Link - notary fees	1	25	171	85
To Attorney for Ground Rent, viz: Semi-annual ground rent ($48.00) due 5/18/61 - 40 days	10	52	10	52
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	7,547	26	7,547	26
			8,057	31
Amount of mortgage claim filed	10,578	63		
Interest @ 4½% on principal balance of $10,397.50 from 12/1/60 to 4/1/61 - 4 months	155	97		
	10,734	60		
Cr. Amount allowed above	7,547	26		
Balance subject to decree in personam	3,187	34		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960				
Dec.	28	Proceeds of Sale	8,000 00	
		Interest on deferred payment to 2/9/61	56 11	8,056 11
		Refund 1960 State and County taxes ($144.30) - 3 days	1 20	1 20
				9,057 31

ORDER NISI

LIBER 129 PAGE 138

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Harry E. Crout, Jr.,

and

Ruth N. Crout, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,098 Equity.

ORDERED, This 28th day of ~~March~~ 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 3rd. day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of April next.

George T. Cromwell Clerk

FILED

1961 FEB 28 P.M. 10:22

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 APR -6 PM 3:47

O. Bowie Duckett

LIBER 129 PAGE 139

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. 14,098 Equity
WALTER S. CALWELL, Attorney named in Mortgage
versus
HARRY E. CROUT, JR., and RUTH N. CROUT, his wife

Ordered, this 28th 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 3rd. day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of April next.

GEORGE T. CROMWELL, Clerk

True Copy,
Test: GEORGE T. CROMWELL, Clerk

M-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,098
Auditor account

Harry E. Crout Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of April, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAR 29 PM 3:46

By Tilghman

No. M. G. 1962

18

LIBER 129 PAGE 140

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANCIS M. BLANEY AND JOAN E. BLANEY, HIS WIFE	:	(In Equity) Equity No 14,104

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 Francis M. Blaney and Joan E. Blaney, his wife to Baltimore Federal Savings and Loan Association, dated June 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1304 folio 174.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1960 NOV 18 AM 10:01

City and County Form.

LIBER 129 PAGE 141

BOOK 1304 PAGE 174

Equity No. 14,104

This Mortgage,

Made this 10th day of June, in the year one thousand, nine hundred and fifty-nine, between FRANCIS M. BLANEY and JOAN E. BLANEY, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of NINE THOUSAND NINE HUNDRED FIFTY and 00/100ths ($9,950.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one-fourth (5¼%) per cent per annum in the manner following:

By the payment of FIFTY-NINE AND 63/100ths ($59.63) Dollars, commencing on the first day of July, 1959, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 11, Block D, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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

1959 NOV 18 AM 10:01

2.

LIBER 129 PAGE 142

BOOK 1304 PAGE 175

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of ($90.00) Ninety Dollars, payable half-yearly on the 9th days of February and August, in each and every year.

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

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

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

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

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

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

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

WITNESS:

Francis M. Blaney (SEAL)

(SEAL)

Joan E. Blaney (SEAL)

Joan E. Blaney

(SEAL)

LIBER 129 PAGE 144

BOOK 1304 PAGE 177

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 10th day of June, 1959, before me, a Notary Public of said State, personally appeared Francis M. Blaney and Joan E. Blaney, his wife

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

AS WITNESS my hand and Notarial Seal.

ROBERT J. TAVENNER NOTARY PUBLIC BALTIMORE CO., MD.

Robert J. Tavenner
Notary Public

1100

Rec'd for record June 16, 1959 at 12:09 P.M.
Mailed to Call Shaw & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

FRANCIS M. BLANEY AND
JOAN E. BLANEY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 129 PAGE 145

MILITARY AFFIDAVIT

Equity No. 14,104
Docket folio

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 **Walter S. Calwell** and made oath in due form of Law the the Defendant s **Francis M. Blaney and Joan E. Blaney, 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 the **y are** not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter L. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

FILED

1960 NOV 18 AM 10:02

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRANCIS M. BLANEY AND

JOAN E. BLANEY, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 129 PAGE 146

IN EQUITY

Equity No. 14,104

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Francis M. Blaney and Joan E. Blaney, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **10th** day of **June** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1304** Folio **174** .

Amount of Mortgage	**$9950.00**
Less - amount paid on principal	**166.87**
	9783.13
Plus - interest to 12/15/60	**449.45**
	10,232.58
Plus - overdraft in expense account	**13.78**
	10,246.36

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **17th** day of **November** in the year nineteen hundred and **sixty** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

1960 NOV 18 AM 10:01

Clara M. Link

Clara M. Link Notary Public

7

~~Notarial~~ Attorney's Bond. 1-369

LIBER 10 PAGE 465

LIBER 129 PAGE 147

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE MD

60 JOHN STREET
NEW YORK, N.Y

316083

14,104 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland,

as Principal

and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

TEN THOUSAND, THREE HUNDRED AND 00/100 ($10,300.00) Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd day of December in the year nineteen hundred and sixty.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Francis M. Blaney and Joan E. Blaney, his wife to the Baltimore Federal Savings and Loan Association

bearing date the 10th day of June nineteen hundred and fifty-nine

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1304, Folio 174, and

Lot 11 Block "D" Bodkins Plains, Anne Arundel Co Md.

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

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Funk

~~Attest~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

1960 DEC 27 PM 01 43

Bond approved this 27 day of December 1960

George T. Cromwell, Clerk

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
FRANCIS M. BLANEY AND JOAN E. BLANEY, HIS WIFE	:	14,104 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1304 folio 174 from said Francis M. Blaney and Joan E. Blaney, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of December, ~~at~~ 1960 at 3.15 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County, being known as

Lot No. 11, Block D, as shown on Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1960 DEC 30 AM 10:47

9

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Francis M. Blaney and Joan E. Blaney, his wife to Baltimore Federal Savings and Loan Association, dated June 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1304 folio 174 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 28th, 1960
at 3:15 P. M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, on westerly side of Hilda Avenue 4th house southerly from Lake Avenue, near Mountain Road, Pasadena Section, described as follows:

BEING known and designated as Lot No. 111, Block D, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 6 rooms, 1 bath, forced air oil fired heat, and car port.

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

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

D-22

LIBER 129 PAGE 149

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, subject to the payment of an annual ground rent of $90.00, at and for the sum of Eight Thousand ($8,000.00) Dollars, said purchaser being then and there the highest bidder.

/s/ Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 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 the 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.

NOTARY PUBLIC

Clara M. Link
Clara M. Link, Notary Public

ORDER NISI

LIBER 129 PAGE 150

Walter S. Calwell, Attorney named in Mortgage

versus

Francis M. Blaney and Joan E. Blaney, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,104 Equity

Ordered, this 30th day of December, 1960, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of 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.

The report states that the amount of sale was $8,000.00

FILED: Dec. 30, 1960
10:47 AM
True Copy,

George J. Crownell, Clerk.

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell, Attorney named in Mortgage

versus

Francis M. Blaney and Joan E. Blaney, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of February, 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 -9 PM 3:46

14,104

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal B ding
Baltimore 2, M

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Francis M. Blaney and Joan E. Blaney, his wife to Baltimore Federal Savings and Loan Association, dated June 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1304 folio 174 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 28th, 1960
at 3:15 P. M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, on westerly side of Hilda Avenue 4th house southerly from Lake Avenue, near Mountain Road, Pasadena Section, described as follows:

BEING known and designated as Lot No. 11, Block D, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining Subject to an annual ground rent of $50.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

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

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

D-22

No. 12

FILED
Dec 1960
31 AM 11:50

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 151

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed

Attorney's Sale

Francis M. Blaney

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 December, 1960. The first insertion being made the 1st day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 152

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,104 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
VERSUS
FRANCIS M. BLANEY and JOAN E. BLANEY, his wife

Ordered, this 30th day of December, 1960, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of February next: Provided, a copy of this Order be inserted in some newspaper published in Ane Arundel County, once in each of three successive weeks before the 6th day of February next.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-26

FILED
1961 FEB -7 AM 9:53

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,104

Francis M. Blaney

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1961. The first insertion being made the 5th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. M. G. 18957

13

LIBER 129 PAGE 153

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Francis M. Blaney
and
Joan E. Blaney, his wife

In the
Circuit Court
For
Anne Arundel County
No. 14,104 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

February 25, 1961

FILED
1961 FEB 28 AM 10:16

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Francis M. Blaney and Joan E. Blaney, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	271	76	471	76
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	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	41	20		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Clara M. Link - notary fees	1	25	172	41
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,359	66	7,359	66
			8,059	83
Amount of mortgage claim filed	10,246	36		
Interest @ 5¼% on principal balance of $9,783.13 from 12/15/60 to 4/1/61 - 3 months 16 days	151	24		
	10,397	60		
Cr. Amount allowed above	7,359	66		
Balance subject to decree in personam	3,037	94		

25

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1960						
Dec.	28	Proceeds of Sale	8,000	00		
		Interest on deferred payment to 2/10/61	58	66	8,058	66
		Refund 1960 State and County taxes ($140.72) - 3 days	1	17	1	17
					8,059	83

ORDER NISI LIBER 129 PAGE 156

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Francis M. Blaney

and

Joan E. Blaney, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,104 Equity.

ORDERED, This 28th day of ~~March~~ 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 3rd. day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of April next.

George T. Crommell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 APR -6 PM 3:48

O Brien Duckett

OFFIC OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 157

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,104 Equity
WALTER S. CALWELL, Attorney named in Mortgage
versus
FRANCIS M. BLANEY and JOAN E. BLANEY, his wife

Ordered, this 28th 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 3rd. day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd. day of April next.

GEORGE T. CROMWELL, Clerk

True Copy,
Test: GEORGE T. CROMWELL,
Clerk.
M-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,104

Auditor Account

Francis M. Blaney

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 April, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAR 29 AM 8:56

By M. Tilghman Co.

No. M. G. 19627

18

LIBER 129 PAGE 158

In the matter of the mortgaged : No. 14,142 Equity
real estate of John F. Garner : In the Circuit Court for
and Mildred Garner, his wife : Anne Arundel County
:

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in mortgage

FILED

1960 DEC 14 AM 10:56

2522

416 St. Lo Place
Lexington Park, Md.

Equity No. 14,142

LIBER 1019 PAGE 582

L 297

LIBER 129 PAGE 159

PURCHASE MONEY

This Mortgage,

made this 21st day of April in the year one thousand nine hundred and fifty-six, between JOHN F. GARNER and MILDRED GARNER, 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 SIX HUNDRED DOLLARS - ($9,600.00)

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

By the payment of EIGHTY THREE DOLLARS - - - - - - - - - - - - - - - ($83.00) 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 21st 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 Third Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 52 and the west one-half of Lot No. 51, as shown on Plat No. 1 of Riverdale on the Magothy recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 20.

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

FILED

1960 DEC 14 AM 10:56

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 fixrure or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

John F. Garner (SEAL)
John F. Garner

Mildred Garner (SEAL)
Mildred Garner

(SEAL)

LIBER 129 PAGE 162

LIBER 1019 PAGE 585

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 21st day of April, 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 F. Garner and Mildred Garner, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC
Pauline M. Bozman

My Commission expires 5/6/57

Rec'd for record Apr 23 1956 at 11.38 A.M.
Mailed to Wm. W. Townshend, Jr.

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

PURCHASE MONEY
MORTGAGE
FROM
JOHN F. GARNER AND
MILDRED GARNER, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. the of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 7.50

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 APR 23 AM 11:38
RECORDED IN LIBER GTC
NO. 1019 FOLIO 582
GEO. T. GROMWELL, CLERK

LIBER 129 PAGE 163

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 9th day of December, 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 John F. Garner and Mildred Garner, his wife, to United Federal Savings and Loan Association

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

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

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

Notarial Seal

Dorothy G. McNew
Dorothy G. McNew, Notary Public

My Commission will expire on:

Filed,

FILED
1960 DEC 14 AM 10:56

LIBER 129 PAGE 164

In the matter of the mortgaged	No. 14,142	Equity
real estate of John F. Garner	In the Circuit Court	
and Mildred Garner, his wife	for	
	Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from John F. Garner and Mildred Garner, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated April 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1019, Folio 582.		$9,600.00
Less total amount paid on account of principal.	$2,049.53	
Credit expense account.	33.73	
	2,083.26	2,083.26
		$7,516.74
Interest to January 3, 1961	$154.78	
Interest to February 7, 1961	44.10	
	$198.88	198.88
Total amount of mortgage indebtedness		$7,715.62

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th 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 he acknowledged the within statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1960 DEC 14 AM 10:56

7

William Townshend, Jr., Attorney
Towns-Worth Bldg, South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from John F. Garner, and Mildred Garner, his wife, dated April 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1019, Folio 582, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JANUARY 3, 1961 at 1:00 o'clock P. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 52 and the west one-half of Lot No. 51, as shown on Plat No. 1 of Riverdale on the Magothy recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 20.

Being the same property conveyed unto John F. Garner and Mildred Garner, his wife, by Otto Buehner and Carrie W. Buehner, his wife, by deed dated April 21, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1019, Folio, 580.

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

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

For further particulars, apply to:

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

D-29

No.

14,142

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 165

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed

Attorney's Sale

John F. Garner

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 29th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1961 JAN -6 By: W. S. Tilghman

LIBER 10 PAGE 467

LIBER 129 PAGE 166

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

Eq. No. 14,142

BOND NO. 316086

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 NINE THOUSAND AND 00/100 ($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, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 22nd day of December, 1960.

WHEREAS; by virtue of a power of sale contained in a Mortgage from John F. Garner and Mildred Garner, his wife, to the United Federal Savings and Loan Association, bearing date on or about the 21st day of April, 1956, the said William W. Townshend Jr., as Attorney, 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 in said Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

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

Witness as to Principal:
Dorothy O. McDew

William W. Townshend (SEAL)
William W. Townshend

Witness as to Surety:
M. S. Kraus

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

Bond approved this 27 day of December, 1960
George J. Cromwell, Clerk

FILED
1960 DEC 27 AM 11:31

LIBER 129 PAGE 167

ROBERT H. CAMPBELL - **Auctioneer**

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

Of Valuable Improved

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from John F. Garner and Mildred Garner, his wife, dated April 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1019, Folio 582, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Jan. 3, 1961

At 1 O'Clock, P.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 52 and the west one-half of Lot No. 51, as shown on Plat No. 1 of Riverdale on the Magothy recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 20.

Being the same property conveyed unto John F. Garner and Mildred Garner, his wife, by Otto Buehner and Carrie W. Buehner, his wife, by deed dated April 21, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1019, Folio 580.

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

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

[illegible] JAN-9 [illegible]

8350

LIBER 129 PAGE 168

Annapolis, Maryland
January 3, 1961

I hereby certify that I have this third day of January, 1961, sold the property described on the reverse hereof unto MELVIN C. THOMAS and SYLVIA M. THOMAS, his wife at and for the sum of EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS being then and there the highest bidders therefor.

Robert H. Campbell

I/We hereby certify that I/we have this third day of January, 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS ($8,350.00) and I/we hereby agree to comply with the terms of sale.

Melvin C. Thomas

Sylvia M. Thomas

FILED

1961 JAN -9 PM 1:06

LIBER 129 PAGE 169

In the Matter of the Sale of	:	No. 14,142 Equity
the Mortgaged Real Estate of	:	In the Circuit Court
John F. Garner and Mildred	:	for
Garner, 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 John F. Garner and Mildred Garner, his wife, dated April 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1019, Folio 582, 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, January 3, 1961, at 1:00 P.M., and then and there sold the said property unto Melvin C. Thomas and Sylvia M. Thomas, his wife, at and for the sum of EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS ($8,350.00) being at that figure the highest bidders therefor, said property described as follows:

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 52 and the west one-half of Lot No. 51, as shown on Plat No. 1 of Riverdale on the Magothy recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 20.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of January, 1961, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

LIBER 129 PAGE 171

In the Matter of the Sale of the Mortgaged Real Estate of John F. Garner and Mildred Garner, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,142 Equity

Ordered, this 9th day of January, 1960, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in the Mortgage

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.

The report states that the amount of sale was $8,350.00

George T. Cromwell Clerk.

True Copy,

FILED
1961 JAN -9 PM 1:06

TEST: _____ Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of John F. Garner and Mildred Garner, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 14th day of February, 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. Cowen
JUDGE.

FILED

1961 FEB 15 AM 9:13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 172

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,142 Equity

In the Matter of the Sale of the Mortgaged Real Estate of JOHN F. GARNER and MILDRED GARNER, his wife

Ordered, this 9th day of January, 1961, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $ 8,350.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-2

FILED
1961 FEB -7 AM 9:53

No. M. G. 18989

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,142

John F. Garner

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 February, 1961. The first insertion being made the 12th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

LIBER 129 PAGE 173

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~his~~
John F. Garner
and
Mildred Garner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,142 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacobsen
Auditor.

February 28, 1961

FILED

1961 MAR -1 PM 3:05

Dr. in ac.

In the Matter of the Mortgaged Real Estate of John F. Garner and Mildred Garner, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	282	14	382	14
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	90		
New Amsterdam Casualty Co. -bond premium	36	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	9	35		
Dorothy P. McNew - notary fees	1	50	196	19
To Attorney for Taxes, viz:				
1957 State and County taxes	3	49		
1958 State and County taxes	6	58		
1959 State and County taxes	6	66		
1960 State and County taxes	7	35	24	08
To United Federal Savings & Loan Ass'n, of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	7,750	69	7,750	69
			8,404	60
Amount of mortgage claim filed	7,715	62		
Interest @ 6% on principal balance of $7,516.74 from 2/7/60 to 4/7/61 - 2 months	75	17		
	7,790	79		
Cr. Amount allowed above	7,750	69		
Balance subject to decree in personam	40	10		

17

with

William W. Townshend, Attorney named in Mortgage

Cr.

1961				
Jan.	3	Proceeds of Sale	8,350 00	
		Interest on deferred payment of $7,850.00 to 2/14/61	54 60	8,404 60
				8,404 60

ORDER NISI LIBER 129 PAGE 176

In the Matter of the Mortgaged Real Estate of John F. Garner and Mildred Garner, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 14,142 Equity.

ORDERED, This 1st day of ~~February~~ March, 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 10th day of ~~three~~ April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of April next.

George T. Cromwell, Clerk

1961 MAR -1 PM 9:05

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of April, 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 APR 12 PM 2:44

D. Brue Duckett

LIBER 129 PAGE 177

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. 14,142 Equity

In the Matter of the Mortgaged Real Estate of
JOHN F. GARNER, and
MILDRED GARNER, his wife

Ordered, this 1st day of March, 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 10th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of April next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,142

Auditor account

John F. Garner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of April, 1961. The first insertion being made the 9th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 19640

FILED
1961 MAR 29 PM 8:46

By W. Tilghman

25

LIBER 129 PAGE 178

JOHN O.DUMLER,	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FREDERICK A. DAUBERT and	:	
MILDRED B. DAUBERT, his wife	:	IN EQUITY

: : :: : : Equity No. 13,965

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 SEP -7 PM 3:13

FILED
1960 SEP -9 AM 10:51

Form 812

[DR.—CITY OR COUNTY]

LIBER 129 PAGE 179

Mortgage

LIBER 1260 PAGE 220

John O. Dumler, Attorney named in Mortgage
vs.
Frederick A. Daubert and Mildred B. Daubert, his wife
EXHIBIT "A"
Equity No. 13.96.

THIS MORTGAGE, Made this ninth day of December in the year Nineteen Hundred and Fifty-eight, by and between Frederick A. Daubert and Mildred B. Daubert, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Eight Thousand Dollars ($ 8,000.00), 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 Eight Thousand Dollars ($ 8,000.00), 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-eight and 00/100 Dollars ($ 58.00), 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 January , 19 59 , 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 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 Anne Arundel County State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Twenty-four (24) and Twenty-five (25), in Block J, as shown on the Plat of Cro-Lee, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 61 and 71, now recorded in Plat Cabinet 1, Rod N, Plats 1 and 12.

BEING the same lots of ground which, by deed dated September 21, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785, folio 393, were granted and conveyed by Callia C. Cox, et al, to the herein named Mortgagors.

FILED
1960 SEP -7 PM 3:13

FILED
1960 SEP -9 AM 10:51

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.

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

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.

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, 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 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 the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

10. 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 IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars ($75.00) 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 of sale, or under the power of sale hereinafter authorized.

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 John O. Dumler or Paul Beall, 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 ($75.00) 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 such 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:

Antoinette M. Granese

Frederick A. Daubert (SEAL)
Frederick A. Daubert

Antoinette M. Granese

Mildred B. Daubert (SEAL)
Mildred B. Daubert

(SEAL)

(SEAL)

LIBER 129 PAGE 182 LIBER 1260 PAGE 223

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this ninth day of December , 19 58 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Frederick A. Daubert and Mildred B. Daubert, his wife,

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.

ANTOINETTE M. GRANESE NOTARY BALTIMORE, MD.

Antoinette M. Granese Notary Public

Antoinette M. Granese

My commission expires May 4, 1959

10.50

Rec'd for record Dec. 17, 1958 at 9:47 A.M.

Mailed to Kohlerman & Dumler

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 DEC 17 AM 9:47
& RECORDED IN LIBER GTC NO. 1260 FOLIO 223
GEO. E. CROMWELL, CLERK

ANNE ARUNDEL COUNTY

Mortgage

37134

FROM

FREDERICK A. DAUBERT

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

10 50

File No. 15273-T

Property:

Lots 24 & 25, Bl. J.
Cro-Lee, Green Gables

Description approved

Execution approved

LIBER 129 PAGE 183

JOHN O. DUMLER, :
ATTORNEY NAMED IN MORTGAGE :
VS. :
FREDERICK A. DAUBERT and :
MILDRED B. DAUBERT, his wife :
:
: : : : : : : :

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY
Equity No. 13,965

MILITARY AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, 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 1st day of September 1960.

Isabelle Bowes Notary Public

My commission expires May 1, 1961

FILED
1960 SEP -7 PM 3:13

FILED
1960 SEP -9 AM 10:51

LIBER 129 PAGE 184

JOHN O. DUMLER,	:	IN THE CIRCUIT COURT
Attorney named in Mortgage	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
FREDERICK A. DAUBERT and	:	
MILDRED B. DAUBERT, his wife	:	IN EQUITY

.....oOo..... Equity No. 13,965

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated December 9, 1958	$ 8,000.00
Less amount paid thereon to October 1, 1960	23.78
Amount due on Mortgage as of October 1, 1960	7,976.22
Plus interest to October 1, 1960	39.88
Balance as of October 1, 1960	8,016.10

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this sixth day of September, 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 MARY E. BAUER, Secretary of Capital Savings and Loan Association, Inc., 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 SEP -7 PM 3:13

FILED
1960 SEP -9 AM 10:51

7

Fidelity and Deposit Company

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

Equity No. 13.965

LIBER 129 PAGE 185

LIBER 10 PAGE 371

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 EIGHT THOUSAND FIVE HUNDRED AND 00/100 ($8,500.00) - - - 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 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 Frederick A. Daubert and Mildred B. Daubert, his wife to Capital Savings and Loan Association, Inc. bearing date the 9th day of December, 1958 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1260 Folio 220 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 — John O. Dumler (SEAL)

HELENA C. REYMANN — John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony — *As to Surety* — By E. V. Shockley

D. Anthony — E. V. Shockley *Attorney-in-Fact*

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

FILED

Bond approved this 24 day of September 1960 — 1960 SEP 24 AM 9:48

George T. Cromwell, Clerk

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Build
Baltimore 1, Maryla

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

LOTS 24 and 25, BLOCK J, CRO-LEE, GREEN GABLES
THIRD DISTRICT OF
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Frederick A. Daubert and Mildred B. Daubert, his wife, to Capital Savings and Loan Association, Inc., dated December 9th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1260, folio 220, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage, will sell at Public Auction, on the premises,

ON TUESDAY, THE ELEVENTH DAY OF OCTOBER, 1960 AT 2 P.M.

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

BEING known and designated as Lots Numbered Twenty-four (24) and Twenty-five (25) in Block J, as shown on the Plat of Cro-Lee, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 61 and 71, now recorded in Plat Cabinet 1, Rod N, Plats 1 and 12, said lots having a combined frontage of one hundred feet, more or less, on Chesapeake Road, and a depth of about one hundred thirty-five feet, as shown on said plat.

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

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 cent) 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

O-6

No. 9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 186

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Mortgage Sale.

Frederick A. Daubert

Equity No. 13,965

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of October, 1960. The first insertion being made the 15th day of September, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

OCT 10 AM 9:57

By H. Tilghman

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. OF BALTIMORE CITY

VS.

FREDERICK A. DAUBERT AND MILDRED B. DAUBERT, 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 24 and 25, BLOCK J, CRO-LEE, GREEN GABLES
THIRD DISTRICT OF
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Frederick A. Daubert and Mildred B. Daubert, his wife, to Capital Savings and Loan Association, Inc., dated December 9th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1260, folio 220, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage, will sell at Public Auction, on the premises,

ON TUESDAY, THE ELEVENTH DAY OF OCTOBER, 1960 AT 2 P.M.

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

BEING known and designated as Lots Numbered Twenty-four (24) and Twenty-five (25) in Block J, as shown on the Plat of Cro-Lee, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 61 and 71, now recorded in Plat Cabinet 1, Rod N, Plats 1 and 12, said lots having a combined frontage of one hundred feet, more or less, on Chesapeake Road, and a depth of about one hundred thirty-five feet, as shown on said plat.

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

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 11th day October, 1960, sold this property described in the attached advertisement of sale at and for the sum of $ 9,100 to MARY E. MATHIAS, she being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By: Joseph A. Cooper
~~JOE C. COOPER~~, Auctioneer

Joseph A. Ccoper

PURCHASER'S AGREEMENT

I hereby certify that I have this 11th 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 $ 9,100 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Mary E Mathias
Purchaser Mary E. Mathias

Witness
Charles F. Loos

by Mary Ann Mathias
Purchaser Mary Ann Mathias

FILED
1960 OCT 18 AM 9:23

FILED
1960 Oct 18 AM 9.23

10

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 cent) 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
O-6

LIBER 129 PAGE 188

JOHN O. DUMLER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	
	:	FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY
FREDERICK A. DAUBERT and MILDRED B. DAUBERT, his wife	:	(In Equity)
	:	
.....oOo.....		Equity No. 12,965

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 eleventh day of October, 1960, at two P.M., sell on the premises the aforesaid fee simple property unto MARY E. MATHIAS, at and for the sum of Nine Thousand One Hundred Dollars ($9,100.00) cash, the said Mary E. Mathias having offered the greatest price therefor.

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 17th 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 1, 1961

FILED
1960 OCT 18 AM 9:23

ORDER NISI

LIBER 129 PAGE 189

John O. Dumler, Attorney
named in Mortgage

versus

Frederick A. Daubert and
Mildred B. Daubert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,965 Equity

Ordered, this 18th 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

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

The report states that the amount of sale was $9,100.00

True Copy,

Geo. T. Cromwell Clerk.

FILED
1960 OCT 18 AM 9:23

TEST: _____ Clerk.

(Final Order)

John O. Dumler, Attorney
named in Mortgage

versus

Frederick A. Daubert and
Mildred B. Daubert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 22nd 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 Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1960 NOV 23 AM 10:53

12

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 190

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
13,965 Equity
John O. Dumler, Attorney Named in Mortgage
VERSUS
FREDERICK A. DAUBERT and MILDRED B. DAUBERT, his wife

Ordered, this 18th day of October, 1960, That the sale of the Property in these proceedings mentioned made and reported by John O. Dumler, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three sucessive weeks before the 21th day of November next.

The report states that the amount of sale was $9,100.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,965

Frederick A. Daubert

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1960. The first insertion being made the 20th day of October, 1960

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmans

No. M. G. 17718

1960 NOV 15 PM 1:47

13

LIBER 129 PAGE 191

JOHN O. DUMLER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
FREDERICK A. DAUBERT and MILDRED B. DAUBERT, his wife	:	(In Equity)
	:	13965

.....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 September 9, 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 Eight Thousand Five Hundred Dollars ($8,500.00).

4. That on October 11, 1960, the said Attorney sold the property described in said mortgage unto Mary E. Mathias , at and for the sum of Nine Thousand One Hundred Dollars ($9,100.00), and reported said sale on October 18, 1960.

5. That an Order Nisi was issued on said sale, and on October 18, 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

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1961 JAN -4 AM 10:55

14

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

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

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 Eight Thousand Five Hundred Dollars ($8,500.00).

Benjamin Michaelson
Judge.

FILED

1961 JAN -4 PM 3:03

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 10 PAGE 47

LIBER 120 PAGE 194

No. 13,965 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall, 1406 Fidelity Building, Baltimore 1, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND FIVE HUNDRED AND 00/100 ($8,500.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of January in the year of our Lord one thousand nine hundred and sixty-one

WHEREAS, the above bounden Paul Beall by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to ~~sell~~ Convey

mentioned in the proceedings in the case of Capital Savings and Loan Association, Inc.

vs:

Frederick A. Daubert and Mildred B. Daubert, his wife

now pending in said Court:

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

Signed, sealed and delivered in the presence of:

Paul Beall (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. Anthony *As to Surety* By John W. Harrison, Jr. *Attorney-in-Fact*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

MD3116a—250, 12-58 151202
Trustee's Bond

FILED

1961 JAN 18 PM 12:07

Bond approved this 18 day of January 1961

George T. Cromwell, Clerk

17

In the Case of

John O. Dumler,
Attorney named in Mortgage
vs.
Frederick A. Daubert
and
Mildred B. Daubert, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,965 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

February 28, 1961

FILED

1961 MAR -6 AM 10:

Dr. in ac.

John O. Dumler, Attorney named in Mortgage vs. Frederick A. Daubert and Mildred B. Daubert, his wife

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	308	42	383	42
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	36	75		
Auditor - stating this account	18	00	64	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	23	35		
Fidelity & Deposit Co. of Md.- premium on J. O. Dumler bond	10	00		
Fidelity & Deposit Co. of Md. - premium on Paul Beall bond	34	00		
Alex Cooper - auctioneer's fee	287	50		
One-half Federal documentary stamps	5	22		
One-half State documentary stamps	10	45		
Antoinette M. Granese - notary fees	1	00		
Helena Reymann - notary fee		50	465	54
To Capital Savings and Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	8,016	10		
Interest @ 6% on principal balance of $7,976.22 from 10/1/60 to 4/1/61 - 6 months	239	29	8,255	39
To Frederick A. Daubert and Mildred B. Daubert, mortgagors - this balance	135	79	135	79
			9,304	89

14

with

Paul Beall, Trustee

Cr.

1960						
Oct.	11	Proceeds of Sale	9,100	00		
		Interest on deferred payment of $8,400.00 to 2/20/61	180	60	9,280	60
		Refund 1960 State and County taxes- 2 months 19 days	24	29	24	29
					9,304	89

ORDER NISI LIBER 129 PAGE 198

JOHN O. DUMLER, Attorney named in Mortgage

VERSUS

FREDERICK A. DAUBERT and MILDRED B. DAUBERT, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,965 Equity.

ORDERED, This 6th day of March, 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 10th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of April, 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 APR 12 PM 2:44

O. Bowie Duckett

OFFIC~ OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 199

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,965

Auditor's Account

Fredrick A. Daubert

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of April, 1961. The first insertion being made the 9th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAR 29 PM 3:46

By H. Tilghman

No. M. G. 19916

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,965 Equity
JOHN O. DUMLER, Attorney named in Mortgage
versus
FREDERICK A. DAUBERT and MILDRED B. DAUBERT, his wife

Ordered, this 6th day of March, 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 10th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of April next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-23

WALTER R. HARDISTY
Larkins Hundred
Edgewater, Maryland

vs.

IN THE CIRCUIT COURT

HAZEL BUTLER and
MARIE BUTLER
Lothian, Maryland
SHERIDAN H. EVANS and
EDNA M. EVANS, his wife
Riva, Maryland
CARL W. RIDDICK and
FLOSSIE RIDDICK, his wife
Riva, Maryland
JAMES KERMIT JOHNSON and
CARRIE ENEVES JOHNSON, his wife
R.F.D. 2, Annapolis, Maryland
ATLANTIC LIFE INSURANCE COMPANY
P.O. Box 25, Pasadena, Maryland
and Richmond, Virginia
CITIES SERVICE OIL COMPANY
70 Pine St., New York 5, N. Y.
DANIEL PETERS and
GEORGIANA I. PETERS, his wife
15 Dorsey Place, Annapolis, Md.
MARY B. SCOTT
18 N. Bentalou Street
Baltimore 23, Maryland
DANIEL D. STEWART and
DOROTHY STEWART, his wife
c/o Edward F. Roberson
Seat Pleasant, Maryland
EDWARD F. ROBERSON
c/o Seat Pleasant Building & Loan Assn.
Seat Pleasant, Maryland
CLARA WILLIAMS
George Avenue, Baltimore Highlands
R.F.D. Lansdowne, Maryland
HENRY W. WYATT and
MODELLE WYATT, his wife
4845 Kansas Avenue, N. W.
Washington, D. C., and
ALL OTHER PERSONS HAVING OR CLAIMING
TO HAVE ANY INTEREST IN THE PROPERTIES
DESCRIBED IN THIS BILL OF COMPLAINT.

FOR

ANNE ARUNDEL COUNTY

NO. 14034, EQUITY

FILED
1960 OCT 13 AM 9:43

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. That on or about October 14, 1958, the Certificates of Tax Sale attached hereto were issued to the Plaintiff by Joseph H. Griscom, Sr., 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 said Certificates are prayed to be taken as

a part hereof.

2. That the property mentioned in said Certificates is described as follows:

Certificate No. A-3885 -

All that certain lot of ground situate in the First Election District of Anne Arundel County, containing 7.12 Acres, more or less, being the identical lot of ground described less particularly in said Certificate and being the same land which was conveyed by William Jones, et al to Hazel Butler and Marie Butler, as Joint Tenants, by Deed dated September 15, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 237. On October 14, 1958, the date of the Collector's Sale, the said land herein described was assessed to "Hazel - Marie Butler" whose last known address was Lothian, Maryland, and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $28.25.

Certificate No. 3903 -

All those certain lots of ground situate in the Second Election District of Anne Arundel County designated as Lot No. 221 and the Easterly one-half of Lot No. 220 as shown on a Plat of Sylvan Shores, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W, Plat No. 4, being the identical lots of ground described less particularly in said Certificate, and being the same lots which were conveyed by Carl W. Riddick and wife to Sheridan H. Evans and Edna M. Evans, his wife by Deed dated September 7, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 489, folio 69. On October 14, 1958, the date of the Collector's Sale, the said lots herein described were assessed to " Sheridan H. - E. M. Evans," whose last known address was Riva, Maryland, and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $126.56.

Certificate No. 3905 -

All that certain lot of ground situate in the Third Election District of Anne Arundel County containing one (1) acre of ground, more or less, being the identical lot of ground described less particularly in said Certificate, and being the same land which was conveyed by Roland C. Anderson and wife to James Kermit Johnson and Carrie Eneves Johnson, his wife, by Deed dated March 12, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 69. On October 14, 1958, the date of the Collector's Sale, the said land herein described was assessed to "Jas. K. - C. E. Johnson" whose last known address was R.F.D. 2, Annapolis, Maryland, and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $130.29.

Certificate No. 3924 =

All that certain lot of ground situate in the Sixth Election District of Anne Arundel County on the North side of West Street at its intersection with Cowhide Branch Road as particularly described in a Deed from Mid-Atlantic Petroleum Corporation to Atlantic Life Insurance Company dated October 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1071, folio 212, being the identical lot of ground described less particularly in said Certificate. On October 14, 1958, the date of the Collector's Sale, the said land herein described was assessed to "Atlantic Life Insurance Company," whose last known address was P. O. Box 25, Pasadena,

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Maryland and Richmond, Virginia, and was in fact owned by them on that date, subject to a Lease to Cities Service Oil Company dated October 1, 1956, and recorded among the aforesaid Land Records in Liber G.T.C. 1108, folio 177. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said Corporations subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $278.10.

Certificate No. 3927 -

All that certain lot of ground situate in the Sixth Election District of Anne Arundel County, known as 15 Dorsey Place, Parole, being the identical lot of ground described less particularly in said Certificate, and being the same land, which was conveyed by Rudolph Hall and wife to Georgiana I. Peters and Daniel Peters, her husband, by Deed dated July 24, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 581, folio 50, excepting that strip of land 5 feet by 30 feet conveyed to the City of Annapolis by Deed dated July 2, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. 634, folio 205. On October 14, 1958, the date of the Collector's Sale, the said land herein described was assessed to "Daniel - G. I. Peters," whose last known address was 15 Dorsey Place, Annapolis, Maryland, and was in fact owned by them 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 persons subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $153.33.

Certificate No. 3928 -

All that certain lot of ground situate in the Sixth Election District of Anne Arundel County designated as Lot No. 20 in Block "C" as shown on a Plat of subdivision of property of James Hicks, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 79, folio 147, being the identical lot of ground described less particularly in said Certificate, and being the same lot of ground which was conveyed by Louis M. Strauss, Trustee to Mary B. Scott by Deed dated April 26, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. No. 866, folio 104. On October 14, 1958, the date of the Collector's Sale, the said land herein described was assessed to "Mary B. Scott," whose last known address was 18 N. Bentalou Street, Baltimore 23, Maryland, 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 $25.34.

Certificate No. 3935 -

All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing 5,750 square feet of land, more or less, being the identical lot described less particularly in said Certificate, and being the same land which was conveyed by James Stewart and wife to Daniel D. Stewart and Dorothy Stewart, his wife, by Deed dated March 15, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 357, folio 271. On October 14, 1958, the date of the Collector's Sale, the said land herein described was assessed to "Danl Stewart - wife" whose last known address was c/o E. F. Roberson, Seat Pleasant, Md., and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $48.52.

Certificate No. 3937 -

All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing 0.6 acres, more or less, being the identical lot of ground described less particularly in said Certificate, and being the same lot of ground which was conveyed by Virgil M. Phipps, widower, to

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William Williams and Clara Williams, his wife, by Deed dated April 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 32, folio 326. On October 14, 1958, the date of the Collector's Sale the said land herein described was assessed to " Wm - Clara Williams," whose last known address was Balto. Highlands, George Avenue, R.F.D. Lansdowne, Md., and was in fact owned by them on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the said William Williams is now deceased and the title to said property is still vested in the said Clara Williams subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $35.73.

Certificate No. 3942 -

All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 27, 28, 29, 30, 31 and 32 in Block "D" on a plat of Deale Beach, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. 4, folio 22, being the identical lots of ground described less particularly in said Certificate, and being the same lots of ground which were conveyed by The Bay Beach Realty Company to Henry W. Wyatt and Modelle Wyatt, his wife, by Deed dated February 18, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 542, folio 321. On October 14, 1958, the date of the Collector's Sale, the said lots herein described were assessed to "Henry W. - Modelle Wyatt," whose last known address was 4845 Kansas Ave., N.W., Washington, D. C., and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $26.84.

3. That the title to the property described in Certificate No. 3903 is clouded by an unreleased Mortgage in the sum of $2,663.73 dated September 7, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 489, folio 70 from Sheridan H. Evans and Edna M. Evans, his wife, to Carl W. Riddick and Flossie S. Riddick, his wife.

4. That the title to the property described in Certificate No. 3935 is clouded by an unreleased Mortgage in the sum of $1,600.00 dated March 15, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 357, folio 272 from Daniel D. Stewart and Dorothy Stewart, his wife to Edward F. Roberson.

5. 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.

6. The Plaintiff prays for an Order of Publication directed to all parties in interest in the hereinbefore described properties.

7. 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 day of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff

and any reimbursement due the Plaintiff under Sections 93 and 111 of Article 81 of the Annotated Code of Maryland (1957 Edition) and amendments thereto.

TO THE END, THEREFORE,

(a) 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.

(b) And for such other and further relief as his case may require.

Walter R. Hardisty
Walter R. Hardisty, Plaintiff

John H. Hopkins, IV
Attorney for Plaintiff
15 School Street
Annapolis, Maryland
Tel. COlonial 3-3551

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 Walter R. Hardisty, Plaintiff in the foregoing Bill of Complaint, and he 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 his knowledge and belief.

WITNESS my hand and Notarial Seal.

John H. Hopkins, IV, Notary Public

LIBER 129 PAGE 205

Eq 14034

A 3885 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Walter Hardisty at public auction for the sum of 28 Dollars and 25 Cents, of which 28 25/100 Dollars has been paid as a deposit on the property in Dist-1 described as 7.12 Ac. Blk. 555 Lothian, Situated at N.S. Old Mt Calvary Rd.

Acct 215

Lothian

and assessed to Hazel + Marie Butler

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

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, [illegible], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959

FILED

1960 OCT 13 AM 9:43

6

Plaintiffs Exhibit #1

LIBER 129 PAGE 206 Eq 14034

A 3903

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1958, I sold to Walter Hardisty at public auction for the sum of 130 Dollars and 00 Cents, of which 126 56/4* Dollars has been paid as a deposit on the property in Dist. 2 described as ½ Lot 221, Impr. East half 220, as shown on the plat of Sylvan Shores

and assessed to E. M. Evans & H. Sheridan

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. Lewis
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 AM 9:43

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LIBER 129 PAGE 207

A 3905 **CERTIFICATE OF TAX SALE** Eq 14034

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 Walter Hardisty at public auction for the sum of 140 Dollars and 00 Cents, of which 130 29/xx Dollars has been paid as a deposit on the property in Dist. 3 described as 1 ac. Imp. Situated at Browns Woods

and assessed to Jas. & C. E. Johnson

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lucas
Notary Public.

My Commission Expires May 4, 1959

FILED

1960 OCT 13 AM 9:44

8

*3

LIBER 129 PAGE 208

A 3924

CERTIFICATE OF TAX SALE

Eq 14034

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 Walter Hardisty at public auction for the sum of 325 Dollars and 00 Cents, of which 278 14/+ Dollars has been paid as a deposit on the property in Dist. 6 described as Lot Blk. 15 1 Imp. G.J.C. 1071 212 situated at R.L. Moss Sub. Div. West St. & Admiral Dr.

and assessed to Atlantic Life Insurance Co.

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. Lovins
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 AM 9:44

#4

9

LIBER 129 PAGE 209

A 3927 CERTIFICATE OF TAX SALE Eq 14034

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 Walter Hardisty at public auction for the sum of 153 Dollars and 33 Cents, of which 153 33/100 Dollars has been paid as a deposit on the property in Dist. 6 described as Blk. 630 C 2 Part Lot Imp., situated at 15 Dorsey Place, Parole.

and assessed to Daniel & L. J. Peters

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 19 58

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 A. Fox
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 AM 9:44

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LIBER 129 PAGE 210

A 3928 **CERTIFICATE OF TAX SALE** Eq 14034

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 Walter Hardisty at public auction for the sum of 100 Dollars and 00 Cents, of which 25 34/44 Dollars has been paid as a deposit on the property in Dist. 6 described as Blk. 630 K 2 Lt 20 Blk. C, situated at Parole, 20 Bunche St., Hicks Sub. Div.

and assessed to Mary B. Scott

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 McLaughlin
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 AM 9:44

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LIBER 129 PAGE 211

A 3935 **CERTIFICATE OF TAX SALE** Eq. 14034

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 Walter Hardisty at public auction for the sum of 48 Dollars and 52 Cents, of which 48 52/xx Dollars has been paid as a deposit on the property in Dist. 7 described as 1 Lot Imp. 50 x 110 Blk. 475 W. S. Deale Rd. situated near Churchton

and assessed to Daniel Stewart + Wife

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth McLaren
Notary Public.

My Commission Expires May 4, 1959

FILED

1960 OCT 13 AM 9:44

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7

LIBER 129 PAGE 212

A 3937 **CERTIFICATE OF TAX SALE** Eq 14034

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 Walter Hadidy at public auction for the sum of 35 Dollars and 73 Cents, of which 35 73/100 Dollars has been paid as a deposit on the property in Dist. 7 described as .6 of Ac. Lot Imp. Blk. 405, situated at Chalk Pt. Rd.

and assessed to Wm. & Clara Williams

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 19 58

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. Lawson
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 AM 9:44

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LIBER 129 PAGE 213

A 3942 **CERTIFICATE OF TAX SALE** Eq. 14034

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 Walter Hardisty at public auction for the sum of 50 Dollars and 00 Cents, of which 26 84/xx Dollars has been paid as a deposit on the property in Dist. 7 described as Lots 27 to 32 Blk. O, as shown on the plat of Deale Beach

and assessed to Henry W. & Modelle Wyatt

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. Lawson
Notary Public.

My Commission Expires May 4, 1959

FILED

1960 OCT 13 AM 9:44

#7

14

LIBER 129 PAGE 214

WALTER R. HARDISTY
Larkins Hundred
Edgewater, Maryland

vs.

IN THE CIRCUIT COURT

HAZEL BUTLER and
MARIE BUTLER
Lothian, Maryland
SHERIDAN H. EVANS and
EDNA M. EVANS, his wife
Riva, Maryland
CARL W. RIDDICK and
FLOSSIE RIDDICK, his wife
Riva, Maryland
JAMES KERMIT JOHNSON and
CARRIE ENEVES JOHNSON, his wife
R.F.D. 2, Annapolis, Maryland
ATLANTIC LIFE INSURANCE COMPANY
P.O. Box 25, Pasadena, Maryland
and Richmond, Virginia
CITIES SERVICE OIL COMPANY
70 Pine St., New York 5, N. Y.
DANIEL PETERS and
GEORGIANA I. PETERS, his wife
15 Dorsey Place, Annapolis, Md.
MARY B. SCOTT
18 N. Bentalou Street
Baltimore 23, Maryland
DANIEL D. STEWART and
DOROTHY STEWART, his wife
c/o Edward F. Roberson
Seat Pleasant, Maryland
EDWARD F. ROBERSON
c/o Seat Pleasant Building & Loan Assn.
Seat Pleasant, Maryland
CLARA WILLIAMS
George Avenue, Baltimore Highlands
R.F.D. Lansdowne, Maryland
HENRY W. WYATT and
MODELLE WYATT, his wife
4845 Kansas Avenue, N.W.
Washington, D. C., and
ALL OTHER PERSONS HAVING OR CLAIMING
TO HAVE ANY INTEREST IN THE PROPERTIES
DESCRIBED IN THIS ORDER OF PUBLICATION.

FOR

ANNE ARUNDEL COUNTY

NO. 14034, EQUITY
19-161

FILED
1960 OCT 13 AM 9:44

ORDER OF 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 the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All that certain lot of ground situate in the First Election District of Anne Arundel County, containing 7.12 Acres, more or less, and being the same land which was conveyed by William Jones, et al to Hazel Butler and Marie Butler, as Joint-Tenants, by Deed dated September 15, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 237.

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2. All those certain lots of ground situate in the Second Election District of Anne Arundel County designated as Lot No. 221 and the Easterly one-half of Lot No. 220 as shown on a Plat of Sylvan Shores, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W, Plat No. 4, and being the same lots which were conveyed by Carl W. Riddick and wife to Sheridan H. Evans and Edna M. Evans, his wife, by Deed dated September 7, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 489, folio 69. The aforesaid lots of ground are subject to an unreleased Mortgage to Carl W. Riddick and Flossie S. Riddick, his wife dated September 7, 1948, and recorded in Liber J.H.H. 489, folio 70.

3. All that certain lot of ground situate in the Third Election District of Anne Arundel County containing one (1) acre of ground, more or less, and being the same land which was conveyed by Roland C. Anderson and wife to James Kermit Johnson and Carrie Eneves Johnson, his wife, by Deed dated March 12, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 69.

4. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County on the North side of West Street at its intersection with Cowhide Branch Road as particularly described in a Deed from Mid-Atlantic Petroleum Corporation to Atlantic Life Insurance Company dated October 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1071, folio 212. The said land is subject to a Lease to Cities Service Oil Company dated October 1, 1956, and recorded among the aforesaid Land Records in Liber G.T.C. 1108, folio 177.

5. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County, known as 15 Dorsey Place, Parole, and being the same land, which was conveyed by Rudolph Hall and wife to Georgiana I. Peters and Daniel Peters, her husband, by Deed dated July 24, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 581, folio 50, excepting that strip of land 5 feet by 30 feet conveyed to the City of Annapolis by Deed dated July 2, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. 634, folio 205.

6. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County designated as Lot No. 20 in Block "C" as shown on a Plat of subdivision of property of James Hicks, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 79, folio 147, and being the same lot of ground which was conveyed by Louis M. Strauss, Trustee, to Mary B. Scott by Deed dated April 26, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. 866, folio 104.

7. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing 5,750 square feet of land, more or less, and being the same land which was conveyed by James Stewart and wife to Daniel D. Stewart and Dorothy Stewart, his wife, by Deed dated March 15, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 357, folio 271. The aforesaid lot of ground is subject to an unreleased Mortgage to Edward F. Roberson dated March 15, 1946, and recorded in Liber J.H.H. 357, folio 272.

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8. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing 0.6 acres, more or less, and being the same lot of ground which was conveyed by Virgil M. Phipps, widower, to William Williams and Clara Williams, his wife, by Deed dated April 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 32, folio 326.

9. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 27, 28, 29, 30, 31 and 32 in Block "D" on a Plat of Deale Beach, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. 4, folio 22, and being the same lots of ground which were conveyed by The Bay Beach Realty Company to Henry W. Wyatt and Modelle Wyatt, his wife, by Deed dated February 18, 1945, and recorded among the aforesaid Land Records of Anne Arundel County in Liber J.H.H. 542, folio 321.

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 13th day of October, 1960, by the Circuit Court for Anne Arundel County, 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, before the 22nd day of December, 1960, warning all persons interested in the said properties to be and appear in this Court on or before the 22nd day of December, 1960, and redeem the said properties described in these proceedings and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

George T. Cromwell
Clerk

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LIBER 129 PAGE 217

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 10th day of November, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 3905 are:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	$55.87	
For 1958 Taxes	74.42	
For 1959 Taxes	68.10	
For 1960 Taxes	71.10	
Interest to Purchaser	16.29	$288.28
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		$398.23

Matthew A. Byrne
Judge

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-8801

19

FILED
1960 NOV 14 AM 10:39

LIBER 129 PAGE 218

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
Plaintiff		
vs.	:	FOR
HAZEL BUTLER and MARIE BUTLER, et al	:	ANNE ARUNDEL COUNTY
Defendants		NO. 14,034, EQUITY
	:	
	:	

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, James Kermit Johnson and Carrie Eneves Johnson, his wife, may redeem the property described in Tax Sale Certificate No. 3905 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	$55.87	
For 1958 Taxes	74.42	
For 1959 Taxes	68.10	
For 1960 Taxes	71.10	
Interest to Purchaser	16.29	$288.28
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		$398.23

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

Nicholas J. Fotos
15 School Street
Annapolis, Maryland
Attorney for Defendants

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

18

FILED
1960 NOV 10 AM 9:41

JOHN H. HOPKINS, IV, Atty.
15 School Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14,034, EQUITY

WALTER R. HARDISTY
Larkins Hundred
Edgewater, Maryland
versus
HAZEL BUTLER and
MARIE BUTLER
Lothian, Maryland
SHERIDAN H. EVANS and
EDNA M. EVANS, his wife,
Riva, Maryland
CARL W. RIDDICK and
FLOSSIE RIDDICK, his wife
Riva, Maryland
JAMES KERMIT JOHNSON and
CARRIE ENEVES JOHNSON, his wife
R.F.D. 2, Annapolis, Maryland
ATLANTIC LIFE INSURANCE COMPANY
P.O. Box 25, Pasadena, Maryland
and Richmond, Virginia
CITIES SERVICE OIL COMPANY
70 Pine St., New York 5, N.Y.
DANIEL PETERS and
GEORGIANA I. PETERS, his wife
15 Dorsey Place, Annapolis, Md.
MARY B. SCOTT
18 N. Bentalou Street
Baltimore 23, Maryland
DANIEL D. STEWART and
DOROTHY STEWART, his wife
Care Of Edward F. Roberson
Seat Pleasant, Maryland
EDWARD F. ROBERSON
Care Of Seat Pleasant Building & Loan Assn.
Seat Pleasant, Maryland
CLARA WILLIAMS
George Avenue, Baltimore Highlands
R.F.D. Lansdowne, Maryland
HENRY W. WYATT and
MODELLE WYATT, his wife
4845 Kansas Avenue, N.W.
Washington, D.C., and
ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTIES DESCRIBED IN THIS

No. 1

Order Of Publication

20

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 the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All that certain lot of ground situate in the First Election District of Anne Arundel County, containing 7.12 Acres, more or less, and being the same land which was conveyed by William Jones, et al to Hazel Butler and Marie Butler, as Joint Tenants, by Deed dated September 15, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 237.

2. All those certain lots of ground situate in the Second Election District of Anne Arundel County designated as Lot No. 221 and the Easterly one-half of Lot No. 220 as shown on a Plat of Sylvan Shores, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W.; Plat No. 4, and being the same lots which were conveyed by Carl W. Riddick and wife to Sheridan H. Evans and Edna M. Evans, his wife, by Deed dated September 7, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 489, folio 69. The aforesaid

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 219

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1960

We hereby certify, that the annexed Order of Publication Eq. 14,034 Hazel Butler, 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 22nd day of December, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960
NOV 15

By H. Tilghman

lots of ground are subject to an unreleased Mortgage to Carl W. Riddick and Flossie S. Riddick, his wife dated September 7, 1948, and recorded in Liber J.H.H. 489, folio 70.

3. All that certain lot of ground situate in the Third Election District of Anne Arundel County containing one (1) acre of ground, more or less, and being the same land which was conveyed by Roland C. Anderson and wife to James Kermit Johnson and Carrie Eneves Johnson, his wife, by Deed dated March 12, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 69.

4. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County on the North side of West Street at its intersection with Cowhide Branch Road as particularly described in a Deed from Mid-Atlantic Petroleum Corporation to Atlantic Life Insurance Company dated October 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1071, folio 212. The said land is subject to a Lease to Cities Service Oil Company dated October 1, 1956, and recorded among the aforesaid Land Records in Liber G.T.C. 1108, folio 177.

5. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County, known as 15 Dorsey Place, Parole, and being the same land, which was conveyed by Rudolph Hall and wife to Georgiana I. Peters and Daniel Peters, her husband, by Deed dated July 24, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 581, folio 50, excepting that strip of land 5 feet by 30 feet conveyed to the City of Annapolis by Deed dated July 2, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. 634, folio 205.

6. All that certain lot of ground situate in the Sixth Election District of Anne Arundel County designated as Lot No. 20 in Block "C" as shown on a Plat of subdivision of property of James Hicks, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 79, folio 147, and being the same lot of ground which was conveyed by Louis M. Strauss, Trustee, to Mary B. Scott by Deed dated April 26, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. 866, folio 104.

7. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing 5,750 square feet of land, more or less, and being the same land which was conveyed by James Stewart and wife to Daniel D. Stewart and Dorothy Stewart, his wife, by Deed dated March 15, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 357, folio 271. The aforesaid lot of ground is subject to an unreleased Mortgage to Edward F. Roberson dated March 15, 1946, and recorded in Liber J.H.H. 357, folio 272.

8. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County conaining 0.6 acres, more or less, and being the same lot of ground which was conveyed by Virgil M. Tilyou, widower, to William Williams and Clara Williams, his wife, by Deed dated April 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 32, folio 326.

9. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 27, 28, 29, 30, 31 and 32 in Block "D" on a Plat of Deale Beach, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. 4, folio 22, and being the same lots of ground which were conveyed by The Bay Beach Realty Company to Henry W. Wyatt and Modelle Wyatt, his wife, by Deed dated February 18, 1945, and recorded among the aforesaid Land Rec-

ords of Anne Arundel County in Liber J.H.H. 542, folio 321.

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 13th day of October, 1960, by the Circuit Court for Anne Arundel County, 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 before the 22nd day of December, 1960, warning all persons interested in the said properties to be and appear in this Court on or before the 22nd day of December, 1960, and redeem the said properties described in these proceedings and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

...e Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-10

LIBER 129 PAGE 222

WALTER R. HARDISTY Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER and MARIE BUTLER, et al Defendants	:	ANNE ARUNDEL COUNTY NO. 14,034, EQUITY

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, James Kermit Johnson and Carrie Eneves Johnson, his wife, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 3905 filed in these proceedings.

John H. Hopkins, IV
Attorney for Plaintiff

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

21

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1960 NOV 16 AM 11:54

LIBER 129 PAGE 223

WALTER R. HARDISTY Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER and MARIE BUTLER, et al Defendants	:	ANNE ARUNDEL COUNTY NO. 14,034, EQUITY

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, Atlantic Life Insurance Company and Cities Service Oil Company, may redeem the property described in Tax Sale Certificate No. 3924 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	135.66	
For 1958 Taxes	139.94	
Cost	2.50	
For 1959 Taxes	138.64	
For 1960 Taxes	146.06	
Interest to Purchaser	34.76	
		597.56
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		707.51

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

J. Dawson Reeder, Jr.
1409 Fidelity Building, Baltimore 1, Md.
Plaza 2 2608
Attorney for Defendants

FILED

1960 NOV 25 AM 10:35

22

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 25th day of November, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 3924 are:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	135.66	
For 1958 Taxes	139.94	
Cost	2.50	
For 1959 Taxes	138.64	
For 1960 Taxes	146.06	
Interest to Purchaser	34.76	
		597.56
Clerk of Court, proportionate share costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		707.51

Matthew Evans
Judge

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1960 NOV 25 PM 3:33

23

WALTER R. HARDISTY Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER and MARIE BUTLER, et al Defendants	:	ANNE ARUNDEL COUNTY NO. 14,034, EQUITY

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendant, Mary B. Scott, may redeem the property described in Tax Sale Certificate No. 3928 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	$19.27	
For 1958 Taxes	6.07	
For 1959 Taxes	6.20	
For 1960 Taxes	6.52	
Interest to Purchaser	3.17	
		41.23
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		$151.18

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

R. Tilghman Brice, III
140 South Street
Annapolis, Maryland
Attorney for Defendant

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1960 NOV 28 PM 12:19

24

LIBER 129 PAGE 226

No 14,034-Eq.

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 28th day of November, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 3928 are:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	$19.27	
For 1958 Taxes	6.07	
For 1959 Taxes	6.20	
For 1960 Taxes	6.52	
Interest to Purchaser	3.17	
		41.23
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		$151.18

O. Bowie Duckett
Judge

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1960 NOV 28 PM 2:49

25

LIBER 129 PAGE 227

WALTER R. HARDISTY Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER and MARIE BUTLER, et al Defendants	:	ANNE ARUNDEL COUNTY NO. 14,034, EQUITY

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, Atlantic Life Insurance Company and Cities Service Oil Company, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 3924 filed in these proceedings.

John H. Hopkins, IV
Attorney for Plaintiff

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26

LIBER 129 PAGE 228

WALTER R. HARDISTY Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER and MARIE BUTLER, et al Defendants	:	ANNE ARUNDEL COUNTY
	:	NO. 14,034, EQUITY
	:	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendant, Mary B. Scott, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 3928 filed in these proceedings.

John H. Hopkins, IV
Attorney for Plaintiff

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27

LIBER 129 PAGE 229

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,034, EQUITY
	:	

STIPULATION

It is agreed by the Plaintiff in these proceedings that the following amounts must be paid in order that the Defendant, Edna M. Evans, may redeem the property described in Tax Sale Certificate No. 3903 filed in these proceedings and the said Defendant has agreed to said amounts.

To be paid to the County Treasurer of Anne Arundel County for 1956 Taxes and interest	$60.02	
For 1957 Taxes and interest	57.84	
For 1958 Taxes, Interest and advertising	66.22	
For 1959 Taxes and interest	59.56	
For 1960 Taxes and interest	62.70	
For 1961 Taxes	60.63	
Interest to Purchaser	17.09	
Cost	2.50	$386.56
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		$496.51

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

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1961 JAN -9 PM 2:32

28

LIBER 129 PAGE 230

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 9th day of January, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 3903 are:

To be paid to the County Treasurer of Anne Arundel County for 1956 Taxes and interest	$60.02	
For 1957 Taxes and interest	57.84	
For 1958 Taxes, Interest and advertising	66.22	
For 1959 Taxes and interest	59.56	
For 1960 Taxes and interest	62.70	
For 1961 Taxes	60.63	
Interest to Purchaser	17.09	
Cost	2.50	$386.56
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising		22.95
Title Examination and Attorney's Fee		75.00
		$496.51

Benjamin Michaelson
Judge

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29

LIBER 129 PAGE 231

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,034, EQUITY
	:	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendant, Edna M. Evans, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 3903, filed in these proceedings.

John H. Hopkins, IV
Attorney for Plaintiff

1981 JAN 10 PM 3:32

30

LIBER 129 PAGE 232

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.		FOR
	:	
HAZEL BUTLER, et al		ANNE ARUNDEL COUNTY
	:	
		No. 14,034, EQUITY
	:	

AFFIDAVIT

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

JOHN H. HOPKINS, IV, Solicitor for the Plaintiff herein, does hereby certify that on the 13th day of October, 1960, he caused a copy of the Bill of Complaint and the Order of Publication in the above titled 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 of Anne Arundel County. He further certifies that the aforementioned Certified letters were returned and receipts received as follows:

To Hazel Butler and Marie Butler, the letter marked, "unknown."

To Daniel Peters and Georgiana I. Peters, the receipt dated October 14, 1960 signed, "Mabel Butler."

To Daniel D. Stewart and Dorothy Stewart, the letter marked, "not in directory" and "not at."

To Edward F. Roberson, the letter marked, "deceased."

To Clara Williams, the letter marked, "unclaimed."

To Henry W. Wyatt and Modelle Wyatt, the letter marked, "not in directory" and "not at."

He further certifies that he has checked the Orphans' Court Records of Anne Arundel County, the telephone directories of Anne Arundel County, the City of Baltimore and the District of Columbia, and he is unable to locate the Defendants or 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

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way of ascertaining same.

He further certifies that he searched the Land, Equity, Law and Register of Wills Records of Anne Arundel County as required by Section 103 of Article 81 of the Annotated Code of Maryland, 1957 Edition, and that the parties Defendants in this proceedings 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 21st day of February, 1961.

_____ (SEAL)
John H. Hopkins, IV
Solicitor for Plaintiff

SUBSCRIBED AND SWORN to before me this 21 day of February, 1961.

_____
Nicholas J. Fotos, Notary Public

LIBER 129 PAGE 234

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER, et al	:	ANNE ARUNDEL COUNTY
	:	No. 14,034, 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, Hazel Butler, Marie Butler, Daniel Peters and Georgiana I. Peters, his wife, Daniel D. Stewart and Dorothy Stewart, his wife, Edward F. Roberson, Clara Williams, Henry W. Wyatt, and Modelle Wyatt, his wife, 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 23rd day of February, 1961, 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, Hazel Butler, Marie Butler, Daniel Peters and Georgiana I. Peters, his wife, Daniel D. Stewart and Dorothy Stewart, his wife, Edward F. Roberson, Clara Williams, Henry W. Wyatt and Modelle Wyatt, his wife, 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.

Matthew S. Evans
Judge

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33

LIBER 129 PAGE 235

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
HAZEL BUTLER, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,034, 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 5th day of April, 1961, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, Hazel Butler, Marie Butler, Daniel Peters and Georgiana I. Peters, his wife, Daniel D. Stewart and Dorothy Stewart, his wife, Edward F. Roberson, Clara Williams, Henry W. Wyatt and Modelle Wyatt, his wife, 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 Plaintiff

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 Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Matthew S. Evans
Judge

JOSEPH SCHULTZ and MILDRED J. SCHULTZ, his wife, Complainants,	LIBER 129 PAGE 237	IN THE
vs.		CIRCUIT COURT
RUBY L. LEACH (formerly Ruby L. Schultz) and KENNETH LEACH, her husband, and IDA E. SCHULTZ, a Minor, Old Fort Meade Road Box 70, Route 1 Severn, Anne Arundel County, Maryland,		FOR
Defendants.		ANNE ARUNDEL COUNTY No. 12,914 Equity

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Bill of Complaint of JOSEPH SCHULTZ and MILDRED J. SCHULTZ, his wife, by CHARLES H. DORN, their Solicitor, respectfully represents unto your Honor:

FIRST.- That William Schultz, late of Anne Arundel County, departed this life on or about June 5th, 1958, intestate, leaving surviving him his son, the Complainant, Joseph Schultz, age thirty; his wife, Ruby L. Schultz, age twenty-seven, who has since intermarried with Kenneth Leach, and is now known as Ruby L. Leach, and a daughter, Ida E. Schultz, age four, who is now in the care and custody of the Defendant, Ruby L. Leach.

SECOND.- That at the time of the death of the said William Schultz he was the owner, in fee-simple, of property on the northwest side of the State Road leading from Severn to Fort Meade, which property is described as follows:

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BEGINNING for Lot "A" in the center of an oak tree on the northwest edge of the State Road from Severn to Fort Meade, which point of beginning is on the 2nd line of the conveyance from Otto W. Bussy and wife to Sethelle Leach, by deed dated October 12th, 1932, as recorded in Liber F.S.R. No. 109, Folio 372, thence with said Leach line, North 32 degrees 00 minutes West 185 feet to a stake set North 32 degrees West 5 feet from the Northwest corner of said conveyance, thence North 51 degrees 15 minutes East 100 feet to a stake; thence South 32 degrees east 185 feet to a stake on the Northwest side of said State Road; thence with same, South 51 degrees 15 minutes West 100 feet to the beginning. Containing 0.42 acres more or less according to a survey and plat by Edward Hall, Jr., County Surveyor, in August 1941.

SAVING AND EXCEPTING therefrom that part thereof which by Deed, dated January 8, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 894, Folio 287 etc., was conveyed to the State of Maryland

The said William Schultz acquired the said property by Deed, from Minnie M. Schultz, dated June 2nd, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 573, Folio 99, a certified copy of which is attached hereto and prayed to be taken as a part hereof; and that by Deed, dated January 8th, 1955, and recorded among the aforesaid Land Records in Liber J.H.H., No. 894, Folio 287, he conveyed a portion thereof to the State of Maryland for use of the State Roads Commission, a copy of which conveyance is also attached hereto.

THIRD.- That by an Agreement, dated February 2nd, 1955, and recorded among the aforesaid Land Records in Liber J.H.H., No. 917, Folio 286, the said William Schultz entered into an Agreement with the Consolidated Gas Electric Light and Power Company of Baltimore granting it the right to erect electric poles and string wires therefrom on and over the said property.

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FOURTH.- That the remaining portion of said property, subject to the Agreement with the Consolidated Gas Electric Light and Power Company of Baltimore, remained vested in the said William Schultz at the time of his death, and is included as part of his estate in the Inventory heretofore filed by Ruby L. Schultz in the matter of the Estate of William A. Schultz, in the Orphans' Court for Anne Arundel County. That the said property is appraised at $4,000.00 in the said Inventory, and is in fee-simple.

FIFTH.- That based on all information available to your Complainants at this time the assets of the estate exceed all claims and expenses of administration. Your Complainants therefore believe and allege that the personal estate of William A. Schultz is solvent and the real estate mentioned in this Bill of Complaint passed to his heirs-at-law.

SIXTH.- That as a result of the death of the said William Schultz the title to the said fee-simple property is now vested in his heirs-at-law as follows:

1/3 in Joseph Schultz, his son, who is now married to Mildred J. Schultz, Complainants in this cause;

1/3 in Ida E. Schultz, his minor daughter, who is unmarried, one of the Defendants in this cause;

1/3 in Ruby L. Schultz, his widow, who has since married Kenneth Leach and is now known as Ruby L. Leach, the remaining Defendants in this cause.

SEVENTH.- That the property is improved by a one and one-half story frame dwelling and outbuildings and cannot be divided in kind or equal parts among the co-owners.

EIGHTH.- That it is necessary that a Trustee or Trustees be appointed by this Honorable Court to sell the aforesaid property and after the payment of costs and expenses incurred therein to distribute the balance of the purchase price in accordance with an Order of this Honorable Court in equal shares, one-third to the Complainant, Joseph Schultz; one-third to the Defendant, Ruby L. Leach, and one-third to

the Defendant, Ida E. Schultz, a minor.

WHEREFORE, Your Complainants pray:

(a) That a Trustee or Trustees may be appointed by this Honorable Court to sell the property of the late William Schultz, on Old Fort Meade Road, Anne Arundel County, Maryland.

(b) That the Trustee or Trustees may sell the said property in accordance with the instructions of this Honorable Court after the payment of costs and expenses incurred, and distribute the balance of the purchase money so obtained to the parties entitled thereto in equal proportions.

(c) That your Petitioners may have such other and further relief as the merits of their case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Complainants the writ of subpoena directed to the Defendants, Ruby L. Leach and Kenneth Leach, her husband, and Ida E. Schultz, a Minor, all residing at Old Fort Meade Road, Box 70, Route 1, Severn, Anne Arundel County, Maryland, commanding them to be and appear in this Court, in person or by Solicitor, on some certain day to be named therein, to show cause, if any they may have, why the relief prayed for should not be granted.

AND AS IN DUTY BOUND, ETC.

Joseph Schultz

Joseph Schultz

Mildred J. Schultz

Mildred J. Schultz,
Complainants.

Charles H. Dorn

Charles H. Dorn
Solicitor for Complainants
1601 Court Square Building
Baltimore 2, Maryland
Mulberry 5-5095

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LIBER 129 PAGE 241

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this sixth day of ~~September~~ OCTOBER, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOSEPH SCHULTZ and MILDRED J. SCHULTZ, his wife, the Complainants named in the foregoing Bill of Complaint, and they severally made oath in due form of Law that the matters and facts contained in the aforegoing Bill of Complaint are true to the best of their knowledge, information and belief as therein set forth.

AS WITNESS my hand and Notarial seal.

NOTARY PUBLIC

Dorothy Baker
Notary Public

My commission expires
May 4, 1959

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JOSEPH SCHULTZ and MILDRED J. SCHULTZ, his wife, Complainants vs. RUBY L. LEACH (formerly Ruby L. Schultz) and KENNETH LEACH, her husband, and IDA E. SCHULTZ, a Minor, Old Fort Meade Road Box 70, Route 1 Severn, Anne Arundel County, Maryland, Defendants.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,914 Equity

: :

ORDER.

UPON the aforegoing Bill of Complaint, Affidavit and Exhibits, it is by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY this 20th day of October, 1958, ORDERED that the Defendants, Ruby L. Leach, formerly Ruby L. Schultz, and Kenneth Leach, her husband, and Ida E. Schultz, a Minor, show cause, if any they may have within 30 days from the date hereof why the relief prayed for in the aforegoing Bill of Complaint should not be granted as prayed, provided a copy of the Bill of Complaint and a copy of this Order be served on the said Defendants, Ruby L. Leach and Kenneth Leach, her husband, and Ida E. Schultz, a Minor, on or before the 3d day of November, 1958.

Benjamin Michaelson

JUDGE

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1958 OCT 21 AM 10:23

6

LIBER 129 PAGE 243

JOSEPH SCHULTZ and MILDRED J. SCHULTZ Vs. RUBY L. LEACH and KENNETH LEACH and IDA E. SCHULTZ, a Minor		IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12914 EQUITY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruby L. Leach, mother and next friend of Ida E. Schultz, one of the defendants herein, respectfully represents:

1. That the said Ida E. Schultz is an infant and therefor cannot answer and defend the action filed against her in the above entitled cause for herself, and prays that a guardian ad litem may be appointed to answer and defend this case for her.

AND AS IN DUTY BOUND, etc.

Ruby L. Leach
RUBY L. LEACH

George M. Taylor
GEORGE M. TAYLOR
30 Baltimore-Annapolis Blvd.,N.W.
Glen Burnie, Maryland
Southfield 6-6800

George Taylor
LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

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1958 NOV 13 PM 12:05

LIBER 129 PAGE 244

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit;

I Hereby Certify that on this 13th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Ruby L. Leach and made oath in due form of law that the matter and facts set forth in the foregoing Petition are true to the best of her knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY PUBLIC

ORDER

Upon the foregoing Petition and Affidavit it is Ordered this 13th day of November, 1958, by the Circuit Court for Anne Arundel County, sitting in Equity, that Ruby L. Leach be, and she is hereby, appointed guardian ad litem to answer and defend for said infant defendant, Ida E. Schultz, and employ such counsel as may be necessary.

JUDGE

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6600

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1958 NOV 14 AM 10:45

LIBER 129 PAGE 245

JOSEPH SCHULTZ
and
MILDRED J. SCHULTZ

Vs.

RUBY L. LEACH
and
KENNETH LEACH
and
IDA SCHULTZ

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
*
** ** ** ** ** No. ** 12,914 EQUITY

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come Ruby L. Leach and Kenneth Leach, two of the Defendants in the above entitled cause and for their answer to the Bill of Complaint filed against them, say:

1. That they admit each and every allegation in said Bill of Complaint.

2. That they assent to the passage of such decree or decrees as mya be proper to be passed in the premises.

AND AS IN DUTY BOUND, etc.

Ruby L. Leach
RUBY L. LEACH

Kenneth Leach
KENNETH LEACH

George M. Taylor
GEORGE M. TAYLOR
Solicitor For Defendants

George Taylor
LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6600

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1958 NOV 20 PM 2:34

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I Hereby Certify that on this 18th day of November 1958, that a copy of the foregoing Answer to Bill of Complaint was mailed to Charles H. Dorn, Esquire, 1601 Court Square Building, Baltimore 2, Maryland, Attorney for Complainants.

George M. Taylor

GEORGE M. TAYLOR
Solicitor for Defendants

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6900

ID

LIBER 129 PAGE 247

JOSEPH SCHULTZ and MILOREO J. SCHULTZ	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
RUBY L. LEACH and KENNETH LEACH and IDA E. SCHULTZ, a Minor	*	ANNE ARUNDEL COUNTY
	*	NO. 12,914 EQUITY

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

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Ruby L. Leach, Guardian Ad Litem under Order to this Honorable Court, and for Answer to Bill of Complaint against Ida E. SCHULTZ, infant, says:

1. The defendant, being an infant, cannot admit any of the matter and things in said Bill of Complaint alleged, and submits her rights thereunder to the protection of this Honorable Court.

AND AS IN DUTY BOUND, etc:

Ruby L. Leach
RUBY L. LEACH
Guardian Ad Litem

George M. Taylor
GEORGE M. TAYLOR
Solicitor For Guardian Ad Litem

I Hereby Certify that a copy of the aforegoing Answer to Bill of Complaint was mailed this 18th day of November 1958, to Charles A. Dorn, Esquire, 1601 Court Square Building, Baltimore 2, Maryland, Attorney for Complaints.

George M. Taylor
GEORGE M. TAYLOR
Solicitor for Defendants

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George .Taylor
LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

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LIBER 129 PAGE 248

JOSEPH SCHULTZ, et al	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
RUBY L. LEACH, et al	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 12,914 EQUITY

* * * * * * * *

TESTIMONY ON BEHALF OF THE PLAINTIFF

October 17, 1959

Present:

Mr. Charles H. Dorn, Solicitor for Plaintiffs

Mr. George M. Taylor, Solicitor for Defendants

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

B. Eugene Collins, pages 2 - 7

John E. Lane, pages 8 - 10

Joseph A. Schultz, pages 11 - 12

Ruby L. Leach, page 13

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B. Eugene Collins, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Dorn)

1. Will you please state your name and address?

A. B. Eugene Collins, P.O. Box 8, Odenton, Maryland.

2. What business are you in?

A. I am an attorney and I also work with real estate and insurance.

3. How long have you been in the real estate business?

A. Approximately six years.

4. Has that business been mainly in Anne Arundel County?

A. All of it has been in Anne Arundel County.

5. Are you familiar with and have you had occasion to appraise properties in Anne Arundel County in the vicinity of Fort Meade during that period of time?

A. Yes. I have an insurance agency there known as the Odenton Insurance Agency and on all the policies that we write on residences and of course, commercial and industrial, we have to go out and make an appraisal for the insurance coverage.

6. Are you familiar with the value of property in the immediate vicinity of Fort Meade?

A. Oh, yes sir.

7. Have you had occasion to inspect the property of the late William Schultz on the State Road near Fort Meade?

A. Yes, I have. In fact, I have inspected it at least twice, I think possibly three times, as the owner of the Odenton Insurance Agency. We carry the insurance coverage on this piece of property. Also on July the 22nd, I believe that was, 1958, I

appraised the property in its probate form.

8. Is this property improved?

A. Yes, it is.

9. Can you just briefly describe the improvements on the property?

A. It is a one and a half story house, I would say four and a half or five rooms. The house was constructed by a non-mechanic, it would be what you might call a layman. The materials are makeshift, that the house was constructed of.

10. Sort of a handy-man construction?

A. A handy-man construction, that's right.

11. Now from your knowledge of this property and your experience in the real estate business, what would be a fair price for the property now?

A. Well at the time we appraised it we set the value at $4,000.00. I took a ride by yesterday and I would say the value still holds, a hundred dollars, more or less depreciation. The property has not had any care taken of it since we inspected it last.

12. Mr. Collins, since you appraised the property for the Probate Court, has there been a fire or other casualty there?

A. Yes, there has. I had the insurance, of course, and my company paid the fire loss or rather, we are ready to pay it.

13. In your opinion would it be advisable to repair the fire damage before sale from the proceeds of the insurance policy or leave the property as it is?

A. Well that is a hard question. I will answer it according to two factors. Number one, the insurance

policy, of course, will only pay the damage less the depreciation, which would mean that the full cost of the repair would not be paid by the insurance. If the estate has the money to make the repairs, then in my opinion it should be made. It would bring the property back to its former value. The point that I am trying to get at in this case there will be some depreciation to the property in its normal condition, using for example, if the fire damage is say, $500.00, to put it back in its normal condition or in its original condition, the insurance recovery would not be the full $500.00. It will be $500.00 less the normal depreciation over the span of years. So that unless there are other funds in this matter there would not be money to put the property back in its good condition, or rather in the condition it was. You are asking me a moot question because I don't know whether the estate has any funds to make the repairs or not.

14. In your opinion, could this property be partitioned in kind among the three parties entitled thereto, without loss?

A. No, it can not be.

15. In your opinion then is it to the interest of all parties in this suit and particularly to the interest of the infant that the property be sold and the proceeds divided?

A. That is exactly right.

16. Is this property located in a position where it could be easily reached by the general public?

A. Yes, and no. You would have to know where the property is. The road markers up in that area are so bad. It

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is actually not on the State Road or a main highway. It is on what we call a secondary County Road.

17. Under the circumstances of its location would you suggest or do you think it would bring a better price at a private sale or a public sale?

A. I think it would bring a better price at a private sale.

18. Mr. Collins, are there any other improvements besides the dwelling house you mentioned?

A. This was over a year ago, and I as I recall there is one or two small outbuildings. There is just one outbuilding on it.

19. What is that, just a shed?

A. Just a shed.

(Mr. Smith)

1. And is this the property described in deed dated June the 2nd, 1950, betwen Minnie M. Schultz and William Schultz?

A. Yes, it is.

(DEED DATED JUNE 2, 1950 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

2. And a portion of this property was conveyed to the State Roads Commission of Maryland by deed dated January 8th, 1955?

A. That's right.

3. And the price you have given is for the balance of the property?

A. Right, sir.

4. Approximately 42/100's of an acre?

A. Right, that is correct.

(DEED DATED JANUARY 8, 1955 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(Mr. Dorn)

1. I understand, Mr. Collins, that the late Mr. Schultz also gave to the Gas Company a right of way to string wires through a portion or over a portion of the property. Have you considered that in your appraisal?

A. Yes, we considered every factor in our appraisal, every factor the property would be involved in.

(Mr. Smith)

5. Is the property producing any income at the present time?

A. I have no knowledge of that sir.

(Mr. Dorn)

2. Your appraisal, is that the value of the property as it is now damaged by the fire?

A. The fire happened after we went up on our appraisal.

3. What is the current market value of this property as it is?

A. I will have to give you a long answer on this. At the time we appraised the property in July, we set the value at $4,000.00. Since our appraisal there has been a fire. What the complete damage caused by the fire is concerned, I don't recall. I do have the insurance on it, as I say, and I don't recall what the insurance company set on the fire loss.

4. Then your answer is, prior to the fire the current market value of the property was $4,000.00?

A. Right.

5. And you don't know what the market value is after the fire?

A. Right. The current market value in my opinion now would be the $4,000.00 less depreciation of that

property from non-care in one year and the fire loss.

6. How much is it?

A. That I can't say.

(Mr. Taylor waives cross examination)

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature B. Eugene Williams

John E. Lane, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Dorn)

1. Would you please state your name and address?

A. My name is John E. Lane, Linthicum Heights, Maryland.

2. What business are you in?

A. I am a real estate broker and appraiser for the Building & Loan Association.

3. How long have you been in the real estate business?

A. Eight years.

4. Are you familiar with and have you had occasion to appraise properties in Anne Arundel County?

A. Yes.

5. And in the vicinity of Fort Meade?

A. Yes.

6. Are you familiar withthe value of the property in the immediate vicinity of Fort Meade?

A. Yes, I am.

7. Have you had occasion to inspect the property of the late William Schultz?

A. Yes, I did.

8. Is this property improved?

A. Yes.

9. Can you briefly tell us what improvements are on the property?

A. There were two rooms added tothe property by apparently unqualified mechanics.

10. How many rooms would be on the property?

A. The total amount would be four rooms there on the first floor and a fifth room in the attic.

11. Does the property have a basement or cellar?

A. Yes, it does. It has a basement.

12. Are you familiar with the size of the land on which the buildings are erected and that particular lot?

A. Yes, I am. 42/100's of an acre.

13. From your knowledge of this property and your experience in the real estate business, what is the fair value of the property now, if you can give it?

A. I would say it was pretty much the same as of the time we appraised it, which was about a year ago. I figured then it was $4,000.00, which would have been $800.00 for the lot and $3,200.00 for the improvements.

14. When was the last time you saw the property?

A. I haven't seen it since I appraised it about a year ago.

15. Was that before or after the fire?

A. That was before.

16. In your opinion can this property be partitioned in kind among the three heirs?

A. No, because of the house situation on the lot, it wouldn't be feasible.

17. In your opinion then is it to the best interest of all the parties in this suit, and in particular to the interes t of the infant, d efendant, that the property be sold and the proceeds divided?

A. Yes.

18. Is this property in the position where it could be reached by the general public without, who may not know exactly where it is?

A. No, I think you would have to be directed.

19. Under t hose circumstances do you think it would be advisable to sell the property at a private sale rather than a public sale?

A. Well I think from past experiences private sales do, in most cases, bring about a better price.

(Mr. Smith)

1. Does the property produce any income at the present time, do you know?

A. I wouldn't know at the present time.

2. Is this the property described by deed dated June the 2nd, 1950?

A. Yes, it is.

3. And you have considered the conveyance of part of the land to the State Roads?

A. Yes, normal factors on most properties along that road.

(Mr. Taylor waives cross examination)

QUESTION BY THE EXAMINER:

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

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

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

Signature.....

Joseph A. Schultz, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Dorn)

1. Mr. Schultz, please state your name and address.

A. Joseph A. Schultz, 7001 Athol Avenue.

2. Do you know all of the parties to this cause?

A. Yes, I do.

3. Are you a relative of the late William Schultz?

A. Son.

4. Are you married and is your wife a party to these proceedings?

A. Yes, that's right.

5. What is her name?

A. Mildred Jean Schultz.

6. Are you and your wife both over twenty years of age?

A. Yes.

7. When did Mr. Schultz die?

A. June the 5th, 1958.

8. Who did he leave surviving him as his heirs and closest relatives?

A. His wife.

9. What is her name?

A. Ruby, and his daughter, Ida, and myself.

10. Did Ruby Schultz remarry after the death of your father?

A. Yes, she did.

11. Do you know her husband's name?

A. Leach, Kenneth Leach.

12. Are both Mr. and Mrs. Leach both over twenty one years of age?

A. Yes, to my knowledge they are.

13. What is the age of Ida Schultz?=

A. She is five.

14. Is Ruby Leach her mother?

A. Yes.

15. Now did you father, William Schultz,leave a will?

A. To my knowledge he didn't.

16. Has his personal estate been administered?

A. Yes.

17. You received a copy of the letters of administration filed by Mrs. Leach, as administratrix?

A. Yes.

18. Was there sufficient personal assets to pay all debts and costs?

A. Yes, there was.

19. Has an administration account been filed in the Orphan's Court for Anne Arundel County?

A. Yes.

20. Are there any inheritance taxes due on the estate of Mr. Schultz?

A. No.

21. Except the taxes on this piece of property involved in this case?

A. Yes, they are paid.

22. Are you familiar with the property?

A. Yes, I am.

23. From your knowledge of the property can this property be divided among the three parties interested without loss to them?

A. Not to my knowledge, no.

24. Do you feel it should be sold and the proceeds divided?

A. Yes, I do.

(Mr. Taylor waives cross examination)

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QUESTION BY THE EXAMINER:

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

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

Answer..No.....

Signature..Joseph H. Schultz.....

Ruby L. Leach, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Dorn)

1. Mrs. Leach, have you heard the testimony given by Mr. Schultz just now?

A. Yes.

2. Do you agree with his testimony?

A. Yes, I do.

3. Is there anything you want to add to it or detract from it?

A. No.

(Mr. Taylor waives cross examination)

QUESTION BY THE EXAMINER:

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

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

Answer... No.....

Signature... Ruby L. Leach.....

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

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

Witness my hand and seal this 26th day of October, 1959.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00

S.M. $15.00

No title search M.J.Q.

No. 13,914 Equity

LIBER 573 PAGE 99

THIS DEED made this 2nd day of June, in the year Nineteen hundred and fifty, by and between MINNIE M. SCHULTZ, divorced, party of the first part and WILLIAM SCHULTZ, party of the second part, both of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Five ($5.00) dollars and other good and valuable considerations, paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto William Schultz, his heirs and assigns, in fee simple, all of her right, title and interest in and to,

All that lot, piece or parcel of ground, situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, which is described as follows:

BEGINNING for Lot "A" in the center of an oak tree on the Northwest edge of the State Road from Severn to Fort Meade, which point of beginning is on the 2nd line of the conveyance from Otto W. Bussy and wife to Bethelle Leach, by deed dated October 12th, 1932 as recorded in Liber F.S.R. No. 109, folio 372, thence with said Leach line, North 32 degrees 00 minutes West 185 feet to a stake set North 32 degrees West 5 feet from the Northwest corner of said conveyance, thence North 51 degrees 15 minutes East 100 feet to a stake; thence South 32 degrees East 185 feet to a stake on the Northwest side of said State Road; thence with same, South 51 degrees 15 minutes West 100 feet to the beginning. Containing 0.42 acres more or less. According to a survey and plat by Edward Hall, Jr., County Surveyor, in August, 1941.

BEING the same property which was conveyed to William Schultz and Minnie M. Schultz, his wife by Otto W. Bussy and Evie Bussy, his wife, by deed dated August 21, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 241, folio 346, the said William Schultz and Minnie M. Schultz, his wife, now being divorced.

Exhibit #1
Schultz vs. Leach
#13,914 Equity
William Schultz, Exhibit

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

TO HAVE AND TO HOLD the above described lot of ground unto and to the proper use and benefit of him, the said William Schultz, his heirs and assigns, in fee simple.

AND the said party of the first part does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the party of the first part.

Minnie M. Schultz (SEAL)
Minnie M. Schultz

Witness:

Geneva H. Anderson
Geneva H. Anderson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 2nd day of June, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Minnie M. Schultz, divorced, and she acknowledged the aforegoing deed to be her act and deed.

As witness my hand and seal Notarial.

Geneva H. Anderson
Geneva H. Anderson Notary Public

Recorded- 3rd June, 1950, at 11:15 A.M.

LIBER 129 PAGE 265

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 573, folio 99, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 6th. day of August, 1958, A.D.,

George T. Cromwell, Clerk

LIBER 894 PAGE 207 LIBER 129 PAGE 266

RIGHT OF WAY DIVISION FILE No. 28544

STANDARD DEED TO STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION.

No. 12,914 Equity

This Deed, Made this 8th day of January in the year 1955

WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, finds it necessary to acquire land, easements, rights and/or controls, shown and/or indicated on State Roads Commission of Maryland's Plats Numbered— 11867

which are duly recorded, or intended to be recorded among the Land Records of Anne Arundel County(ies) in the State of Maryland, in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, under its Contract Number AA-472-1-520

and known as the Maryland Route #554 from Route #170 to Route #175

and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads system.

NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH: That for and in consideration of the above premises, One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, FOREVER IN FEE SIMPLE, all our right, title and interest, free and clear of all liens and encumbrances, in and to all the land, together with the appurtenances thereto belonging, or in any wise appertaining, lying between the outermost lines designated "Right of Way Line" as shown and/or indicated on the hereinbefore mentioned plats, all of which plats are made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the land shown hatched thus ////// on the above mentioned plats, such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this easement is granted is changed so that the easement required for slopes is no longer necessary to support to protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective.

~~AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on or across the adjacent land of the "GRANTORS" such waterways and/or inlets and outlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plats.~~

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the land shown cross-hatched thus XXXXXX on the above mentioned plats, such stream changes and facilities as are necessary in the opinion of the State Roads Commission to care for whatever drainage structures which may be determined necessary by the State Roads Commission for the above mentioned project.

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, any and all right whatsoever of the GRANTORS, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the line which is designated "Right of Way Line of Through Highway," to the end that there never will be any vehicluar, pedestrian and/or animal access to or from said through highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections to EXPRESSWAYS or by means of such public and/or private road connections to CONTROLLED ACCESS ARTERIAL HIGHWAYS, as the "COMMISSION" may construct, or permit to be constructed.

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, any and all right whatsoever of the GRANTORS, their heirs, successors and assigns, of vehicular ingress or egress between their remaining property and the highway across that portion of the right of way line which is marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there will never be any vehicular access to or from said highway ~~and their remaining property across those portions of the said right of way lines which are so marked on the above mentioned plats.~~

AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land, hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

AND THE GRANTORS HEREIN do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Roads Commission, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the remaining property of the GRANTORS and shall be binding upon the GRANTORS, their heirs, successors and assigns forever.

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Exhibit

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

IT IS UNDERSTOOD AND AGREED that the Commission shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed; unto the proper use and benefit of the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns forever in fee simple; together with the rights, easements, privileges and controls hereinbefore mentioned.

AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc. hereby conveyed, and that they will execute such other and further assurances of same as may be requisite.

AND

join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect and any mortgage and/or lien which they hold upon the property of the grantors, retaining their rights as mortgagees and/or lienors in and to the remainder of the land of the Grantor not affected by this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals.

WITNESS Bernard L. Roth — William F. Schultz (SEAL)

WITNESS Bernard L. Roth — Ruby Schultz (SEAL)

WITNESS ..... (SEAL)

WITNESS ..... (SEAL)

WITNESS ..... (SEAL)

WITNESS ..... (SEAL)

WITNESS ..... (SEAL)

WITNESS ..... (SEAL)

WITNESS ..... (SEAL)

WITNESS ..... (SEAL)

STATE OF MARYLAND—COUNTY OF ANNE ARUNDEL COUNTY

I hereby certify, that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for Anne Arundel County personally appeared William F. Schultz and Ruby Schultz, his wife

and each severally acknowledged the aforegoing deed and release to be *his *her respective act. (Note: *strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this 8th day of January in the year 1955.

Recorded- 10th Jan., 1955, at 11:25 A.M.

Bernard L. Roth

Notary Public

My Commission Expires 5/5/55

NOTARY SEAL

STATE OF MARYLAND—COUNTY OF .....

I hereby certify, that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for .....personally appeared.....

and each severally acknowledged the aforegoing deed and release to be *his *her or *their respective act, or *to be the act of the said body corporate. (Note: *strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this.....day of.....

in the year.....

Notary Public

My Commission Expires

NOTARY SEAL

LIBER 129 PAGE 268

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber, J.H.H. No. 894, folio 287, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF,
I hereunto set my hand
and affix the Seal of
the Circuit Court for
Anne Arundel County,
this 6th. day of August,
1958, A.D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

Examiner's Exh. # 2
Schultz vs. Leach
#12,914 Equity
Malcolm B. Lunth, Examiner

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LIBER 129 PAGE 269

JOSEPH SCHULTZ and MILDRED J. SCHULTZ his wife, Complainants	:	IN THE CIRCUIT COURT
vs.	:	FOR
RUBY L. LEACH and KENNETH LEACH, her husband, and IDA SCHULTZ, a minor, Respondents	:	ANNE ARUNDEL COUNTY. IN EQUITY - No. 12,914

ORDER OF COURT

This matter coming on for a hearing, the Bill of Complaint and Answer thereto, together with the testimony, having been read and considered, and it appearing to the Court that the property mentioned in these proceedings cannot be partitioned in kind without loss to the parties, and it further appearing that the best interest of the infant defendant requires that the property be sold

IT IS by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY this 18th day of ~~October~~ March, 1960, ADJUDGED, ORDERED AND DECREED that CHARLES H. DORN and GEORGE M. TAYLOR be, and they are hereby, appointed Trustees to sell the property mentioned in these proceedings, with power to sell the same either at private sale (and if at private sale at not less than the appraised value of $ 4000.00), and to report said sale to this Court for its ratification thereof; or to sell the said property at public auction to the highest bidder, for cash, after giving at least 21 days notice by advertisement inserted in a newspaper published in Anne Arundel County prior to said sale, said advertisement shall set forth the

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time, place, manner and terms of sale as well as that the said sale is subject to the ratification of this Court, and after full and proper report thereof shall have been made in due course by the said Trustees, with an annexed affidavit by them as to the fairness thereof; and

IT IS FURTHER ORDERED that after ratification in due course shall have been had of said sale by this Court, and on payment of the whole purchase money and not before, the Trustees shall by a good and sufficient Deed to be executed, acknowledged and recorded, according to Law, convey to the purchaser or purchasers of said property, his or her or their heirs, personal representatives, executors, administrators and assigns, the said property, free and clear of any and all claims of the parties hereto and those claiming by or under them or either of them; and

IT IS FURTHER ORDERED that before proceeding to discharge their duties as set forth in this Order, the said Trustees shall qualify by filing with the Clerk of this Court a duly approved corporate bond in the sum of Five Thousand Dollars ($5,000.00)

Said Trustees shall thereafter bring into Court the money or monies arising from said sale to be distributed under the direction of this Court, after deducting the proper costs of said sale and such commissions to said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith said Trustees shall appear to have discharged their trust herein.

Benjamin Michaelson
JUDGE.

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LIBER 129 PAGE 271

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 10 PAGE 245

Equity No. 12,914

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles H. Dorn, 1601 Court Square Bldg. (2) & George M. Taylor, Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of April in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden Charles H. Dorn and George M. Taylor by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Joseph Schultz, etal.

VS:

Ruby L. Leach, etal.

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Charles H. Dorn and George M. Taylor

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

Signed, sealed and delivered in the presence of:

Charles H. Dorn (SEAL)

George M. Taylor (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

MD3116a—250. 12-58 151202
Trustee's Bond

Filed and approved this 4th day of May 1960
George T. Cromwell, Clerk

Filed
1960 May 4 AM 9:30

JOSEPH SCHULTZ and MILDRED J. SCHULTZ his wife	:	IN THE
	:	CIRCUIT COURT
Complainants	:	FOR
vs.		
RUBY L. LEACH and KENNETH LEACH, her husband, and IDA SCHULTZ, a minor	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY - No. 12,914
Respondents	:	

: :

REPORT OF SALE

. . . . . .

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Report of Sale of CHARLES H. DORN and GEORGE M. TAYLOR, Trustees appointed by Decree in the above entitled cause to make sale of the property of the late William F. Schultz on the northwest side of the State Road leading from Severn to Fort Meade in the proceedings in said cause mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as prescribed by said Decree, which was duly approved, they have sold at private sale to Tomas Rodriguez and Virginia C. Rodriguez, his wife, the aforesaid property, at and for the price of Five Thousand Dollars ($5,000.00), of which $500.00 has been paid on account thereof. The contract of sale, a copy of which is attached hereto and prayed to be taken as a part hereof, is subject to the approval and ratification of this Honorable Court and provides for payment in cash ten days after ratification of said sale by this Honorable Court.

They further report that the sale for $5,000.00 is $1,000.00 over and above the appraised value of $4,000.00 set forth in the aforesaid Order of Court.

That the said sale was made for the highest amount that could be secured and in the opinion of your Trustees

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1960 SEP -7 PM 3:21

57

for more than would have been secured from a public auction sale,

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order ratifying and approving the said sale.

George M. Taylor

George M. Taylor - Trustee

Charles H. Dorn

Charles H. Dorn - Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this second day of September, in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GEORGE M. TAYLOR and CHARLES H. DORN, Trustees in the above entitled case, and they made oath in due form of Law that the matters and facts set forth in the foregoing Report of Sale are true according to the best of their knowledge, information and belief and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial seal.

Margaret C. Simmons

Margaret C. Simmons-Notary Public

Contract of Sale

LIBER 129 PAGE 274

This Agreement of Sale, made this 31st day of August nineteen hundred and Sixty, between Charles H. Dorn and George M. Taylor, Trustees Seller, and Tomas Rodriguez **and Virginia C. Rodriguez, his wife - - - -**, Buyer

Witnesseth: that the said Sellers hereby bargain and sell unto the said Buyer , and the Buyer does hereby purchase from the Seller -- subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: Being the property described in a Partition Suit filed in the Circuit Court for Anne Arundel County by Joseph Schultz and Mildred J. Schultz, his wife against Ruby L. Leach and Kenneth Leach, her husband, and Ida C. Schultz, known as Equity Number 12, 914. Subject, however, to the ratification of this sale by the Circuit Court for Anne Arundel County.

at and for the price of Five Thousand and 00/100 ***** Dollars ($ 5000.00)

of which Five Hundred and 00/100 ***** Dollars ($ 500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash on or before ten (10) days after ratification of said sale by the Circuit Court for Anne Arundel County.

AND upon payment as above provided of the unpaid purchase money, a deed for the property ~~containing covenants of special warranty and further assurance~~ shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

~~Ground rent, rent, water rent~~, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

WITNESS—AS TO SELLER'S SIGNATURE	George M. Taylor, Trustee (SEAL) SELLER'S SIGNATURE
WITNESS—AS TO SELLER'S SIGNATURE	Charles H. Dorn (SEAL) SELLER'S SIGNATURE
FILED WITNESS—AS TO BUYER'S SIGNATURE	(SEAL) BUYER'S SIGNATURE
1960 SEP -7 PM 3.21 WITNESS—AS TO BUYER'S SIGNATURE	Virginia C. Rodriguez (SEAL) BUYER'S SIGNATURE

41

ORDER NISI

JOSEPH SCHULTZ and
MILDRED J. SCHULTZ, his wife

versus

RUBY L. LEACH and
KENNETH LEACH, her husband, and
IDA SCHULTZ, a minor

IN THE LIBER 129 PAGE 275

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,914 Equity

Ordered, this 7th day of September, 1960, That the sale of the Property in These Proceedings Mentioned made and reported by CHARLES H. DORN and GEORGE M. TAYLOR, Trustees

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 $5,000.00

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

JOSEPH SCHULTZ and
MILDRED J. SCHULTZ, his wife

versus

RUBY L. LEACH and
KENNETH LEACH, her husband, and
IDA SCHULTZ, a minor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 18th day of October, 1960 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1960 OCT 18 AM 11:44

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 276

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12,914

Joseph Schultz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of October, 1960. The first insertion being made the 15th day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 12,914 Equity
JOSEPH SCHULTZ and MILDRED J. SCHULTZ, his wife
versus
RUBY L. LEACH and KENNETH LEACH, her husband, and IDA SCHULTZ, a minor

Ordered this 7th day of September, 1960, That the sale of the Property in these Proceedings mentioned made and reported by Charles H. Dorn and George M. Taylor, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereon 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 $5,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-6

FILED
1960 OCT 10 AM 9:57

No. M. G. 17684-1960

43

In the Case of

Joseph Schultz and
Mildred J. Schultz, his wife
vs.
Ruby L. Leach
(formerly Ruby L. Schultz),
et al

In the

Circuit Court

For

Anne Arundel County

No. 12,914 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. Jinkling
Auditor.

March 2, 1961

Dr. Joseph Schultz and Mildred J. Schultz, his wife vs. Ruby L. Leach (formerly Ruby L. Schultz,) et al

in ac.

To Trustees for Commissions, viz:	197	83	197	83
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	77	00		
Jos. W. Alton, Jr. - Sheriff's costs	4	35		
Ruby L. Leach - Guardian ad Litem	4	00		
Malcolm B. Smith - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	15	00		
Auditor - stating this account	31	50	161	85
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premium	20	00		
Grover C. Bussey and Joseph A. Schultz - cleaning property and lawn and rental of tractor	40	00		
B. Eugene Collins - appraisal and testimony	35	00		
John E. Lane - appraisal and testimony	35	00		
George M. Taylor - fee for legal services (Order of 1/3/61)	300	00		
Charles H. Dorn - fee for legal services (Order of 12/30/60)	350	00		
Photostat copies estimate of fire loss	2	27		
Clerk of Court - certified copies deeds	4	50		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Dorothy Baker - notary fee (bill of complaint)	1	00		
Margaret C. Simmons - notary fee (report)	1	00		
Affidavits re: fire loss	2	00		
Telephone and postage expense	11	76		
			837	78

To Trustees for Taxes, viz: 1960 State and County taxes -adjusted to 10/31/60	41	85	41	85
BALANCE FOR DISTRIBUTION - $4,355.14				
Distributed to the heirs at law of William Schultz, who died 6/5/58, as follows:				
(1) To Joseph Schultz, son - one-third	1,451	71		
(2) To Ida E. Schultz, daughter - one-third	1,451	72		
(3) To George Wyatt and Myrtle Wyatt, his wife, judgment creditors of Ruby L. Leach, widow of William Schultz, on account judgment claim in #A-4304 Law - one-third (Order of 11/16/60)	1,451	71	4,355	14
			5,594	45
Amount of judgment claim filed, viz:				
Debt	2,590	60		
Court costs	24	75		
Interest from 10/6/60 to 3/6/61	64	76		
Attorney's fee for collection	383	59		
	3,063	70		
Cr. Amount allowed above	1,451	71		
Balance due	1,611	99		

with Charles H. Dorn and George M. Taylor, Trustees Cr.

1960				
Oct.	27	Proceeds of Sale	5,000 00	5,000 00
		Home Insurance Company - fire loss	594 45	594 45
				5,594 45

ORDER NISI

LIBER 129 PAGE 281

Joseph Schultz and
Mildred J. Schultz, his wife
VERSUS
Ruby L. Leach
(formerly Ruby L. Schultz),
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,914 Equity.

ORDERED, This 13th day of March, 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 17th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of April next.

George T. Bromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of April, 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.

D. Bruce Dunbell

FILED

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

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

day of next.

In the Circuit Court for Anne Arundel County

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 282

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,914 Equity
JOSEPH SCHULTZ and MILDRED J. SCHULTZ, his wife
versus
RUBY L. LEACH
(formerly Ruby L. Schultz), et al

Ordered, this 13th day of March, 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 17th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of April next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

M-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1961

We hereby certify, that the annexed

Order Nisi Eq 12,914
Auditor Account
Ruby L. Leach
(Formerly Ruby L. Schultz) et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of April, 1961. The first insertion being made the 16th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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1961 APR -3 PM 2:56

No. M. G. 19959

LIBER 129 PAGE 283

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THOMAS L. KNOX and	*	ANNE ARUNDEL COUNTY
ELIZABETH A. KNOX, his wife	*	NO. 14083 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original Mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage
16 Crain Highway, Glen Burnie
SO-6- 0770

FILED

1960 NOV -7 PM 2:55

BOOK 1314 PAGE 201

No. 14,083 Equity

LIBER 129 PAGE 284

This Mortgage. Made this 15th day of July, A. D. 19 59, by and between Thomas L. Knox and Elizabeth A. Knox, his wife ---------- ---------- of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee.

WHEREAS, the said Mortgagor s stand bona fide indebted unto the said Mortgagee in the full and just sum of Twenty-Seven Hundred ---------- ($2,700.00) Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagors , which said sum, ~~having been used as part of the purchase price for the property hereinafter described;~~ the said Mortgagors herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Six percent (6%) per annum, in the following manner and time:

THE SUM OF Forty---------- ($40.00) Dollars to be paid on the First day of September 19 59 , and a like or similar sum on the First day of each and every consecutive month thereafter to and including the First day of August , 19 64 , and the balance of the principal and interest remaining unpaid shall become due and payable on the First day of August 1964 ; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.

ALL SUMS aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private, at the office of The Bank of Glen Burnie, at Glen Burnie, Maryland, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows, viz:—

BEGINNING FOR THE SAME at an iron pipe now set beside a stone in a hedgerow at the end of the second line of the conveyance by Maria West Tyler, Widow of William H. Tyler, et al, to George Butler and wife by Deed dated July 24, 1928 and recorded among the Land Records in Liber F.S.R. 37, folio 319 of Anne Arundel County, Maryland, said beginning point being distant South 41° 36' East 208.7 feet from a stone found at the beginning of the conveyance by Maria Tyler, et al to Garfield Brandford by Deed dated August 30, 1924 and recorded in Liber W.N.W. 83, folio 22; thence leaving said Brandford lot and running with part of the third line of said conveyance to George Butler and with the hedgerow separating the 20 foot road leading to the school lot, as described in a Deed dated March 11, 1948 and recorded in Liber J.H.H. 459, folio 415, from William Tyler to the Board of Education, from the 15 foot private road mentioned in the said Deed to George Butler, North 41° 36' West 124.45 feet to an iron pipe now set; thence leaving the outline and running across the whole tract, crossing said 15 foot road, North 44° 00' East 214.0 feet to an iron pipe now set in the first line of said conveyance to Butler, said pipe being distant South 44° 00' West 5.87 feet from the center of a wild cherry tree, thence running with the said first line of the said conveyance to Butler, South 41° 05' East 158.9 feet to an iron pipe now set at the end of said line; thence still running with the outlines and also with the divisional line between the said conveyance to Butler and the aforementioned conveyance to Brandford, crossing the said 15

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foot road, South 53° 16' West 211.6 feet to the place of beginning. Containing 0.69 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor in October, 1952.

BEING the same property which the said Mortgagors acquired from George Butler and Louise Butler, his wife, by Deed dated November 18, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 720, folio 297.

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

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

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

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

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least Twenty-Seven Hundred ($2,700.00)--------- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire or other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or John Demyan, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the same, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same, all in accordance with Article No.66 of the Code of the Public General Laws of Maryland.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore legal tender be made of said principal, interest, costs, expenses and commission.

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

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

WITNESS:

Amelia H. Dulaney — Thomas L. Knox (Seal)
Thomas L. Knox

(Seal)

Amelia H. Dulaney — Elizabeth A. Knox (Seal)
Elizabeth A. Knox

(Seal)

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BOOK 1314 PAGE 204 LIBER 129 PAGE 287

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of July 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas L. Knox and Elizabeth A Knox, his wife ---------- the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

AT the same time also personally appeared Fred. W. Kuethe, the President of the within body corporate, mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Amelia H Dubman

9.50 Notary Public

Rec'd for record July 22, 1959 at 9:01 A.M.
Mailed to John Demyan Jr.

MORTGAGE

From

THOMAS L. KNOX and

ELIZABETH A. KNOX, his wife

To

THE BANK OF GLEN BURNIE

Block No.

Received for Record 1959 at o'clock M. Same day recorded in Liber No. Folio 1314 &c., one of the Land Records of and examined per , Clerk

Cost of Record, $ 14.9.50

LAW OFFICES
JOHN DEMYAN, JR.
GLEN BURNIE
MARYLAND

LIBER 129 PAGE 288

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THOMAS L. KNOX and	*	ANNE ARUNDEL COUNTY
ELIZABETH A. KNOX, his wife	*	NO. 14083 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan	$ 2,700.00
Interest from the 30th day of September, 1960 to the 30th day of December, 1960.	39.78
	$ 2,739.78
Dues paid to date	54.76
Total amount due under Mortgage	$ 2,685.02

THE BANK OF GLEN BURNIE, a body corporate

BY G. E. Mergenthaler
G. E. Mergenthaler, Cashier

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of November, 1960; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. E. Mergenthaler, Cashier, of The Bank of Glen Burnie, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Bank.

WITNESS my hand and Notarial Seal.

Louise M. Pledger
Louise M. Pledger
Notary Public

FILED

1960 NOV -7 PM 2:56

6

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

LIBER 10 PAGE 446

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 129 PAGE 289

BOND OF Attorney

TO SELL Real Estate

14,083 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., 16 Crain Highway, S. W., Glen Burnie, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Five Hundred and 00/100 - - - - - - - - - Dollars ($ 3,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of December, in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Thomas L. Knox & Elizabeth A. Knox to Bank of Glen Burnie bearing date the 15th day of July, 19 59 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1314 Folio 201 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Amelia H. Dubman

AMELIA H. TUBMAN

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

Attorney in fact.

Bond approved this 5th day of December, 1960

George T. Cromwell, Clerk

FILED

1960 DEC -5 AM 11:02

JOHN DEMYAN, JR.
Attorney at Law
Glen Burnie, Maryl

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Property located, near Conaways, Second Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Thomas L. Knox and Elizabeth A. Knox, his wife, dated July 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1314, folio 201 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tues., Dec. 6, 1960 at 11 o'clock A. M.

All the lot of ground, being, lying and situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe now set beside a stone in a hedgerow at the end of the second line of the conveyance by Maria West Tyler, Widow of William H. Tyler, et al, to George Butler and wife by Deed dated July 24, 1928 and recorded among the Land Records in Liber F.S.R. 37, folio 319 of Anne Arundel County, Maryland, said beginning point being distant South 41 degrees 36' East 208.7 feet from a stone found at the beginning of the conveyance by Maria Tyler, et al to Garfield Brandford by Deed dated August 30, 1924 and recorded in Liber W.N.W. 83, folio 22; thence leaving said Brandford lot and running with part of the third line of said conveyance to George Butler and with the hedgerow separating the 20 foot road leading to the school lot, as described in a Deed dated March 11, 1948 and recorded in Liber J.H.H. 459, folio 415, from William Tyler to the Board of Education, from the 15 foot private road mentioned in the said Deed to George Butler, North 41 degrees 36' West 124.45 feet to an iron pipe now set; thence leaving the outline and running across the whole tract, crossing said 15 foot road, North 44 degrees 00' East 214.0 feet to an iron pipe now set in the first line of said conveyance to Butler, said pipe being distant South 44 degrees 00' West 5.87 feet from the center of a wild cherry tree, thence running with the said first line of the said conveyance to Butler, South 41 degrees 05' East 158.9 feet to an iron pipe now set at the end of said line; thence still running with the outlines and also with the divisional line between the said conveyance to Butler and the aforementioned conveyance to Brandford, crossing the said 15 foot road, South 53 degrees 16' West 211.6 feet to the place of beginning. Containing 0.69 acres, more or less, according to a survey and Plat made by Edward Hall, III, Registered Land Surveyor in October, 1952.

BEING the same property which the said Mortgagors acquired from George Butler and Louise Butler, his wife, by Deed dated November 18, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 720, folio 297.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A Cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage
Robert H. Campbell

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 290

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1960

We hereby certify, that the annexed Mortgage Sale 14,083 Eq. Thomas L. Knox

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of December, 1960. The first insertion being made the 10th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1960 DEC -5 PM 1:35

By H. Tilghman

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

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

LIBER 129 PAGE 291

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

PROPERTY LOCATED, NEAR CONAWAYS,
SECOND ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Thomas L. Knox and Elizabeth A. Knox, his wife, dated July 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.-T.C. 1314, folio 201 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tuesday, Dec. 6, 1960

AT 11 O'CLOCK A.M.

All the lot of ground, being, lying and situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe now set beside a stone in a hedgerow at the end of the second line of the conveyance by Maria West Tyler, Widow of William H. Tyler, et al, to George Butler and wife by deed dated July 24, 1928 and recorded among the Land Records in Liber F.S.R. 37, folio 319 of Anne Arundel County, Maryland, said beginning point being distant South 41° 36′ East 208.7 feet from a stone found at the beginning of the conveyance by Maria Tyler, et al to Garfield Brandford by Deed dated August 30, 1924 and recorded in Liber W.N.W. 83 folio 22; thence leaving said Brandford lot and running with part of the third line of said conveyance to George Butler and with the hedgerow separating the 20 foot road leading to the school lot, as described in a Deed dated March 11, 1948 and recorded in Liber J.H.H. 459, folio 415, from William Tyler to the Board of Education, from the 15 foot private road mentioned in the said Deed to George Butler, North 41° 36' West 124.45 feet to an iron pipe now set; thence leaving the

outline and running across the whole tract, crossing said 15 foot road, North 44° 00' East 214.0 feet to an iron pipe now set in the first line of said conveyance to Butler, said pipe being distant South 44° 00' West 5.87 feet from the center of a wild cherry tree, thence running with the said first line of the said conveyance to Butler, South 41° 05' East 158.9 feet to an iron pipe now set at the end of said line; thence still running with the outlines and also with the divisional line between the said conveyance to Butler and the aforementioned conveyance to Brandford, crossing the said 15 foot road, South 53° 16' West 211.6 feet to the place of beginning. Containing 0.69 acres, more or less, according to a survey and Plat made by Edward Hall, III, Registered Land Surveyor in October, 1952.

BEING the same property which the said Mortgagors acquired from George Butler and Louise Butler, his wife, by Deed dated November 18, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 720, folio 297.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILED

114 1960 DEC -7 PM 6:29

JOHN DEMYAN, JR.
Attorney named in Mortgage

LIBER 129 PAGE 293 Dec. 6th —, 1960

I HEREBY CERTIFY, that I sold the premises described on the reverse side hereof unto South Shore Development Co. Inc. C/O Thomas I. Baldwin Millersville, Maryland at and for the sum of Four thousand — — — — — ($ 4,000 —) It being the highest offer made therefor, and that said sale was fairly made.

Robert H. Campbell

Auctioneer

I HEREBY AGREE to comply with the terms of sale.

South Shore Development Co. Inc.

By Thomas I. Baldwin
Vice-Pres.

Thomas I. Baldwin, Vice President

Purchaser

John Demyan, Jr., Attorney named in the Mortgage

Seller

FILED

1960 DEC -7 PM 6:29

10

LIBER 129 PAGE 294

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THOMAS L. KNOX and	*	ANNE ARUNDEL COUNTY
ELIZABETH A. KNOX, his wife	*	NO. 14,083 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Thomas L. Knox and Elizabeth A. Knox, his wife, to The Bank of Glen Burnie, a body corporate, dated July 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1314 folio 201; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, near Conaways, Anne Arundel County, Maryland, Tuesday December 6, 1960, at 11 o'clock A. M., and then and there sold the said property to South Shore Development Company, Inc; a body corporate----------

at and for the sum of Four Thousand ----------

($ 4,000.00) Dollars, it being at that figure the highest bidder therefor, said property being the following:

All the lot of ground, being, lying and situate in the Second Election District of Anne Arundel County, State of Maryland,

FILED

1960 DEC -7 PM 6:29

//

and described as follows:

BEGINNING for the same at an iron pipe now set beside a stone in a hedgerow at the end of the second line of the conveyance by Maria West Tyler, Widow of William H. Tyler, et al, to George Butler and wife by Deed dated July 24, 1928 and recorded among the Land Records in Liber F.S.R. 37, folio 319 of Anne Arundel County, Maryland, said beginning point being distant South 41° 36' East 208.7 feet from a stone found at the beginning of the conveyance by Maria Tyler, et al to Garfield Brandford by Deed dated August 30, 1924 and recorded in Liber W.N.W. 83, folio 22; thence leaving said Brandford lot and running with part of the third line of said conveyance to George Butler and with the hedgerow separating the 20 foot road leading to the school lot, as described in a Deed dated March 11, 1948 and recorded in Liber J.H.H. 459, folio 415, from William Tyler to the Board of Education, from the 15 foot private road mentioned in the said Deed to George Butler, North 41° 36' West 124.45 feet to an iron pipe now set; thence leaving the outline and running across the whole tract, crossing said 15 foot road, North 44° 00' East 214.0 feet to an iron pipe now set in the first line of said conveyance to Butler, said pipe being distant South 44° 00' West 5.87 feet from the center of a wild cherry tree, thence running with the said first line of the said conveyance to Butler, South 41° 05' East 158.9 feet to an iron pipe now set at the end of said line; thence still running with the outlines and also with the divisional line between the said conveyance to Butler and the aforementioned conveyance to Brandford, crossing the said 15 Foot road, South 53° 16' West 211.6 feet to the place of beginning. Containing 0.69 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor in October, 1952.

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

with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of December 1960; before me, the subscriber, a Notary Public of the State of Maryland, in anf for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

MICHAEL DEMYAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

13

ORDER NISI

LIBER 129 PAGE 297

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THOMAS L. KNOX and ~~VERSUS~~ ELIZABETH A. KNOX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,083 Equity

Ordered, this 7th day of December, 1960, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage

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

The report states that the amount of sale was $ 4,000.00

FILED 1960 DEC 7 PM 6:29

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THOMAS L. KNOX and ~~VERSUS~~ ELIZABETH A. KNOX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 17th 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.

1961 JAN 18 AM 9:19

14

ADDITIONAL
Judicial 13—Maryland—Mortgagee's or A[illegible]y's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF [illegible] LIBER 129 PAGE 298

STATE OF MARYLAND

LIBER 10 PAGE 454

BOND OF [illegible]

TO SELL [illegible]

No. 14,083 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., [illegible]

[illegible], [illegible], Glen Burnie, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred and 00/100 - Dollars ($500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of December , in the year of our Lord, nineteen hundred and sixty.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from [illegible] Elizabeth L. Hunt, his wife to [illegible] Glen Burnie bearing date the 15th day of July , 19 59 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1314 Folio 201 xxxxx

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

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

John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Amelia H. Tuzman

AMELIA H. TUZMAN

John Demyan, Jr. (SEAL)

John Demyan, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara (SEAL)

Howard J. McNamara
Attorney-in-Fact.

Bond approved this 8 day of December, 1960

George T. Cromwell, Clerk

15.

FILED

1960 DEC -8 PM 1:54

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 299

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,083 Equity
In the Matter of the Mortgaged Real Estate of
THOMAS L. KNOX and ELIZABETH A. KNOX, his wife

Ordered, this 7th day of December, 1960, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $4.000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,083

Thomas L. Knox

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 January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 18725

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~xx~~
Thomas L. Knox
and
Elizabeth A. Knox, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,083 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

March 20, 1961

FILED

1961 MAR 21 AM 11:51

Dr. In the Matter of the Mortgaged Real Estate of Thomas L. Knox and Elizabeth A. Knox, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	151	73	201	73
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	98	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	18	38		
U.S. Fidelity & Guaranty Co.-bond premiums	19	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	4	40		
Louise M. Pledger - notary fee		50	214	48
To Attorney for Taxes, viz:				
1960 State and County taxes adjusted to 12/6/60	57	76	57	76
To Bank of Glen Burnie, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	2,685	02		
Interest thereon @ 6% from 12/30/60 to 4/24/61 - 3 months 25 days	51	46	2,736	48
To Thomas L. Knox and Elizabeth A. Knox, his wife, mortgagors - this balance	792	30	792	30
			4,057	75

17

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

1960				
Dec.	6	Proceeds of Sale	4,000 00	
		Interest on deferred payment of $3,500.00 to 3/15/61	57 75	4,057 75
				4,057 75

ORDER NISI LIBER 129 PAGE 303

In the Matter of the Mortgaged
Real Estate
of ~~VERSUS~~
Thomas L. Knox
and
Elizabeth A. Knox, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,083 Equity.

ORDERED, This 21st day of March, 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 24th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of April next.

FILED 1961 MAR 21 AM 11:51

George L. [illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of April, 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 APR 25 PM 1:59

O. Bowie Duckett

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THOMAS L. KNOX and	*	ANNE ARUNDEL COUNTY
ELIZABETH A. KNOX, his wife	*	No. 14,083 EQUITY
	*	

LIBER 129 PAGE 304

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr. and made oath in due form of law that he (she) knows the defendants herein, and that to the best of his (her) knowledge, information and belief

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

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

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

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

John Demyan, Jr.

Affiant

Subscribed and sworn to before me this 22nd day of March 1961.

Amelia H. Jackman

Notary Public

FILED

1961 MAR 23 AM 10:48

21

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 305

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,083 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
THOMAS L. KNOX and
ELIZABETH A. KNOX, his wife

Odered, this 21st day of March, 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 24th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of April next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,083
Auditor Account

Thomas L. Knox

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 April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 19979

FILED
1961 APR 13 PM 3:39

2.

THE BROOKLYN SAVINGS BANK,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PHILIP SORBELLO and ETHEL E. SORBELLO, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	* Docket Case No. 14720 Equity * Filed	Folio

LIBER 420 PAGE 310

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, by its attorney, Charles T. Albert, respectfully represents:

That on the 27th day of April, 1959, the Defendants executed and delivered to James W. Rouse & Company, Incorporated, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $6,100.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgagewas assigned to The Brooklyn Savings Bank.

That the Defendants have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Charles T. Albert

Charles T. Albert,
Attorney for Plaintiff

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1960 NOV 30 PM 12:23

App. H-26652

FHA Form No. 9127-H
(For use under Section 203)
(With Service Charge)
(Effective May 1956)

BOOK 1293 PAGE 332

MORTGAGE

No. 14,120 Equity

THIS MORTGAGE, Made this 27th day of April, A. D. 19 59, by and between PHILIP SORBELLO and ETHEL E. SORBELLO, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED,

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of SIX THOUSAND, ONE HUNDRED - - - - - - - - - - - - Dollars ($6,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-fourth per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-nine and 04/100 - - - - - - - - - - - - - - - - - Dollars ($ 49.04), commencing on the first day of June, 1959, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1974. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the 5th Dist. A.A. County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING for the same on the northwest side of Riverside Road, 50 feet[16-48345-3] wide at the distance of 210 feet southwesterly from the southwest side of Edgevale Road 40 feet wide and at a point in a line with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the northeast; thence southwesterly binding on the northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall; thence northwesterly to and through the center of said wall to the end thereof and continuing the same course in all 90 feet to the southeast side of an alley 15 feet wide; thence northeasterly binding thereon with the use thereof in common with others, 16 feet to a point in a line with the center of the partition wall first herein mentioned, thence southeasterly to and through the center of said wall and continuing the same course, in all 90 feet to the place of beginning. Being and comprising house and lot known as No. 224 Riverside Road.

BEING the same lot of ground which by Assignment dated April 27, 1959, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Wheeler Holding, Inc. to the said Mortgagors subject to the payment of the annual ground rent of Eighty-four ($84.00) Dollars, payable in equal half-yearly instalments on the 27th days of April and October in each and every year.

And Whereas, said Mortgagors have this day passed unto said mortgagee their promissory note in said sum bearing even date herewith payable with interest as aforesaid.

"Petitioner's Exhibit No. 1"

*Delete italicized words if Mortgagee is not a Building and Loan Association.

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LIBER 1293 PAGE 307

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FOR VALUE RECEIVED, and without recourse, James W. Rouse & Company, Incorporated hereby assigns the within Mortgage and the debt thereby secured unto THE BROOKLYN SAVINGS BANK, its successors and assigns.

WITNESS the corporate seal of James W. Rouse & Company, Incorporated, and the signature of its President or Vice-President hereto.

Witness;

Suzannah W. Gutberlet
Suzannah W. Gutberlet

JAMES W. ROUSE & COMPANY, INCORPORATED,

BY C. G. Carey
C. G. Carey Vice-President.

Recorded May 6, 1959 at 10:42 A.M.

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fencee, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, wall-to-wall carpeting, 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, insulation, 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;

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual ground rent as aforesaid.

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) A sum equal to one-twelfth of one-half of one per centum of the amount of the principal then remaining unpaid under said note as a service charge, to cover the expense of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance as provided for herein, and the other servicing costs in connection with this mortgage and the note secured hereby.

(*d*) All payments mentioned in the preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under contract of insurance with the Federal Housing Commissioner;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) service charge as set forth above;
(IV) interest on the note secured hereby; and
(V) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 2 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

LIBER 129 PAGE 309

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Joseph H. Young , its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of 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 Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

J. Melville Townsend
J. MELVILLE TOWNSEND

Philip Sorbello [SEAL]
Philip Sorbello

Ethel E. Sorbello [SEAL]
Ethel E. Sorbello

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit: BOOK 1293 PAGE 336

I HEREBY CERTIFY, That on this 27th day of April , 1959 , before me, the subscriber, a Notary Public of the State of Maryland, in ~~and for the~~ aforesaid, personally appeared PHILIP SORBELLO and ETHEL E. SORBELLO, his wife, known to me (or satisfactorily proven) to be the ~~the above named Mortgagors~~ persons whose names are subscribed to the within instrument and acknowledged ~~the foregoing mortgage to be~~ that they executed the same for the purposes therein contained.

At the same time also personally appeared John W. Steele, III , 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.

J. MELVILLE TOWNSEND NOTARY PUBLIC BALTIMORE COUNTY, MD.

J. Melville Townsend
Notary Public.

My commission expires May 4, ~~1959~~. J. MELVILLE TOWNSEND

1750

Rec'd for record May 6 1959 at 10:42 A.M.
Mail to The Title Guarantee Co

RETURN TO: THE TITLE GUARANTEE COMPANY ST. PAUL & LEXINGTON STS. BALTIMORE 2, MD.

LIBER 1293 PAGE 340

5th Dist. A.A.County

App. H-26652
Written by hm
Approved by
Ready for Record

SECTION 203
MORTGAGE WITH SERVICE CHARGE PROVISION
Designed for use as mortgage with annual service charge, where principal obligation does not exceed $6,650, to be insured under Section 203 of Title II of the National Housing Act, as amended.

STATE OF MARYLAND

Loan No.

MORTGAGE

PHILIP SORBELLO and ETHEL E. SORBELLO, wife, TO S. W. ROUSE & COMPANY, INCORPORATED s/a The Brooklyn Savings Bank

Received for Record , 19 , at o'clock M. and recorded in Liber No. folio one of the Records of Anne Arundel County, and examined per Clerk.

Cost of Records $ Cost of Stamps $

RECORDED FOR RECORD
AND RECORDED IN LIBER GTC
NO 1293 FOLIO 332
GEO. T. ROMWELL, CLERK

RECORDED FOR RECORD
AND RECORDED IN LIBER GTC
NO 1293 FOLIO 332
GEO. T. ROMWELL, CLERK

Insured under Section of the National Housing Act and Regulations thereunder
FEDERAL HOUSING COMMISSIONER
Date
By
Authorized Agent.

Mortgagee is not to provide Mortgagor with Regulations thereunder or with amendments of the insurance provision on this note.

RETURN TO: THE TITLE GUARANTEE COMPANY

THE BROOKLYN SAVINGS BANK,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PHILIP SORBELLO and ETHEL E. SORBELLO, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	* Docket ____ Folio ____ Case No. '4, 12 A Equity * Filed ____	

* * * * * * * * *

LIBER 129 PAGE 311

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared HARRY H. BATCHELOR, Vice President of the James W. Rouse & Co., Inc., and made oath in due form of law that he knows of the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Harry H. Batchelor

Harry H. Batchelor
Vice President of
James W. Rouse & Co., Inc.

Subscribed and sworn to before me this 29th day of November, 1960.

Thelma L. Cusick
Notary Public

THELMA L. CUSICK NOTARY PUBLIC BALTIMORE COUNTY, MD.

My commission expires: May 1, 1961

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LIBER 129 PAGE 31

THE BROOKLYN SAVINGS BANK,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PHILIP SORBELLO and ETHEL E. SORBELLO, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	* Docket ____ Folio ____ Case No. 14,120 Equity * Filed ____	

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of November 1, 1960

Mr. and Mrs. Philip Sorbello
224 Riverside Road
Brooklyn Park, Maryland

Original amount of mortgage		$6,100.00
LESS Total principal payments		274.80
		$5,825.20
PLUS Interest due from May 1, 1960 thru November 1, 1960 at 5-1/4% on $5,825.20	$153.73	
Late charges from June, July, August, September and October at $1.41	7.05	
Advance for payment of 1960 taxes	38.06	198.84
TOTAL MORTGAGE DEBT CLAIMED		$6,024.04

STATE OF MARYLAND,
CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 29th day of November, 1960, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry H. Batchelor, Vice President of the James W. Rouse & Co., Inc. and agent of the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of November 1, 1960, to the said The Brooklyn Savings Bank.

AS WITNESS my hand and Notarial Seal.

THELMA L. CUSICK NOTARY PUBLIC BALTIMORE COUNTY, MD.

Thelma L. Cusick
Notary Public

My commission expires:
May 1, 1961

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THE BROOKLYN SAVINGS BANK,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PHILIP SORBELLO and ETHEL E. SORBELLO, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	* Docket Case No. 14120 Equity * Filed	Folio

* * * * * * * * * *

LIBER 1129 PAGE 313

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 30th day of November, 1960, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles T. Albert and Wm. Holland Wilmer, II, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Six Thousand, Five Hundred Dollars ($6,500.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale at the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1958 Ed.) Rule 1391 §e(1) (b) (1) of the time, place, manner and terms of sale, which shall be all

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cash, and the unpaid balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sole, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall being into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bruce Dunbar

Judge

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LIBER 10 PAGE 457

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 129 PAGE 315

316668

No. 14,120 Equity

Know All Men By These Presents:

THAT WE, Charles T. Albert and Wm. Holland Wilmer II - #900 First National Bank 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 SIXTY-FIVE HUNDRED AND 00/100 - - - - - - Dollars ($ 6500.00), 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 8th - - - - - day of December - - in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden Charles T. Albert and Wm. Holland Wilmer II

by virtue of a decree of the Honorable the Judge of Circuit Court for Anne Arundel County - Md.

has been appointed Trustees to sell

mentioned in the proceedings in the case of

THE BROOKLYN SAVINGS BANK

vs.

PHILIP SORBELLO AND ETHEL E. SORBELLO, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert and Wm. Holland Wilmer II do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of.

Mary Celeste Barlow
MARY CELESTE BARLOW

Mary Celeste Barlow
MARY CELESTE BARLOW

Charles T. Albert (SEAL.)
Charles T. Albert

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer II

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
G. Lee Burgess - Vice President

ATTEST:

V. N. Mercier - Assistant Secretary

1-307-Md. Trustee—Receiver 500-9-51

1960 DEC 14 AM 10:51

Bond approved this 14th day of December, 1960

George T. Cromwell, Clerk

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LIBER 129 PAGE 310

CONTRACT OF SALE

December, 30, 1960

I/We Joseph A. Guercio have this day purchased at Public Auction for the price of $ 6200 00/100 the property No. 224 Riverside Road Brooklyn Park A.A. County Md. from Charles T. Albert and Wm Holland Wilmer II Trustees, of which a deposit of $ 600 00/100 Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court of Anne Arundel County. All rents, taxes and expenses to be adjusted to date of Sale (Dec 30 1960).

The December 29th advertisement of Maryland Gazette, is hereby incorporated herein.

Signed: Joseph A. Guercio (Seal)
Purchaser

(Seal)
Purchaser

Charles T. Albert Trustee (Seal)

Witness:
as to signatures and receipt of deposit.

Wm Holland Wilmer Trustee (Seal)

[signature]
Auctioneer

FILED
1960 DEC 31 AM 9:40

11

THE BROOKLYN SAVINGS BANK,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
PHILIP SORBELLO and ETHEL E. SORBELLO, his wife,	*	ANNE ARUNDEL COUNTY
	*Docket	Folio
Defendants	Case No. 14,120 Equity	
	*Filed	

* * * * * * * * *

LIBER 129 PAGE 317

REPORT OF SALE

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

The Report of Sale of Charles T. Albert and Wm. Holland Wilmer, II, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Friday, December 30, 1960, at 12:00 Noon, sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the 27th day of April, 1959, and delivered to James W. Rouse & Company, Incorporated and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1293, folio 332 and assigned unto The Brooklyn Savings Bank.

And your Trustees sold said property unto Joseph A. Guercio, 5703 Moore Street, Baltimore 25, Maryland, at and for the sum of Six Thousand, Two Hundred Dollars ($6,200.00), said person being at that price the highest bidder therefor.

1960 DEC 31 [illegible] 9:40

12

AND, as in duty bound, etc.

Charles T. Albert (SEAL)
Charles T. Albert, Trustee

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer, II, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 30th 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 CHARLES T. ALBERT and WM. HOLLAND WILMER, II, Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

Mary Celeste Barlow
MARY CELESTE BARLOW Notary Public

13

ORDER NISI

THE BROOKLYN SAVINGS BANK

versus

PHILIP SORBELLO and

ETHEL E. SORBELLO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,120 Equity

LIBER 129 PAGE 319

Ordered, this 31st day of December, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Charles T. Albert and Wm. Holland Wilmer II, Trustees

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.

The report states that the amount of sale was $ 6,200.00

George T. Cromwell, Clerk.

True Copy,

FILED:
1960 Dec 31 AM 9:40

TEST: _____ Clerk.

(Final Order)

THE BROOKLYN SAVINGS BANK

versus

PHILIP SORBELLO and

ETHEL E. SORBELLO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This ~~31st~~ 7th day of ~~December~~ February 1961 ~~19 60~~ that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1961 FEB -7 PM 2:52

14

Piper & Marbury, Solicitors
900 First National Bank Bldg.
Baltimore 2, Maryl

Trustees' Sale

OF LEASEHOLD PROPERTY

By virtue of a decree of the Circuit Court for Anne Arundel County passed on this 5th day of December, 1960, in the case entitled "The Brooklyn Savings Bank, Plaintiff vs. Philip Sorbello and Ethel E. Sorbello, his wife, Defendants," the undersigned Trustees will sell at public auction at at the premises on

FRIDAY, DECEMBER 30, 1960 at 12:00 Noon

The property is described as follows:

"Being and comprising house and lot known as No. 224 Riverside Road," Brooklyn Park. For a more complete description see the mortgage from Philip Sorbello and Ethel E. Sorbello, his wife, to James W. Rouse & Company, Incorporated, dated the 27th day of April, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1293, folio 332; said mortgage being assigned to The Brooklyn Savings Bank.

SUBJECT to an annual ground rent of $84.00.

THE IMPROVEMENTS consist of an attractive two story, brick group dwelling with forced hot air heat, oil fired. There are six rooms, a bath and a full basement.

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

TERMS: A cash deposit of $600.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to day of sale.

No. 15

CHARLES T. ALBERT and WM. HOLLAND WILMER, II
Trustees
D-29

OFFICE OF 14,120

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 320

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1961

We hereby certify, that the annexed Trustee's Sale

Philip Sorbello

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 JAN -6 PM 12:38
By [illegible]

OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 321

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,120 Equity
THE BROOKLYN SAVINGS BANK
VERSUS
PHILIP SORBELLO and ETHEL E. SORBELLO, his wife

Ordered, this 31st day of December, 1960, That the sale of the Property in these proceedings mentioned made and reported by Charles T. Albert and Wm. Holland Wilmer II, Trustees 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.

The report states that the amount of sale was $6,200.00.

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 Sale Eq. 14,120.

Philip Sorbello

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1961. The first insertion being made the 5th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 18955 1961 JAN 31 PM 2:21 By H. Tilghman

16

LIBER 129 PAGE 322

In the Case of

The Brooklyn Savings Bank

vs.

Philip Sorbello

and

Ethel E. Sorbello, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,120 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. Jiehling
Auditor.

March 22, 1961

FILED

1961 MAR 27 AM 9:49

ary is

LIBER 129 PAGE 323

Dr. The Brooklyn Savings Bank vs. Philip Sorbello and Ethel E. Sorbello, his wife in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	217	93	267	93
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. -bond premium	26	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	57		
One-half State documentary stamps	7	15		
Mary Celeste Barlow - notary fee	1	00	155	72
To Trustees for Benefit Charges, viz:				
Metered water - 1 month 15 days	1	50	1	50
To Trustees for Ground Rent, viz:				
Semi-annual ground rent due 4/27/61 - 2 months 3 days	7	70	7	70
To The Brooklyn Savings Bank, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	5,771	42	5,771	42
			6,264	77
Amount of mortgage claim filed	6,024	04		
Interest @ 5% on principal balance of $5,825.20 from 11/1/60 to 5/1/61 - 6 months	152	91		
	6,176	95		
Cr. Amount allowed above	5,771	42		
Balance subject to decree in personam	405	53		

18

with Charles T. Albert and Wm. Holland Wilmer, II, Trustees Cr.

1960						
Dec.	31	Proceeds of Sale	6,200	00		
		Interest on deferred payment of $5,600.00 to 3/8/61	64	40	6,264	40
		Refund 1960 State and County taxes - 1 day		37		37
					6,264	77

LIBER 129 PAGE 325

ORDER NISI

The Brooklyn Savings Bank

VERSUS

Philip Sorbello

and

Ethel E. Sorbello, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,120 Equity.

ORDERED, This 27th day of March, 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 1st day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of May, 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 MAY -2 PM 1:54

O Bowie Duckett

LIBER 129 PAGE 326

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,120 Equity
The Brooklyn Savings Bank
versus
PHILIP SORBELLO and
ETHEL E. SORBELLO, his wife

Ordered, this 27th day of March, 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 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,120

Auditor Account

Philip Sorbello

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of May, 1961. The first insertion being made the 30th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -1 AM 11:45

By W. Tilghman

No. M. G. 200-74

21

LIBER 129 PAGE 321

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
MICHAEL CAVALCANTE, JR. and ROSE CAVALCANTE, his wife, Defendants	*	Docket Folio Case No. 14128 Equity Filed

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, by its attorney, Charles T. Albert, respectfully represents:

That on the 19th day of April, 1954, the Defendants executed and delivered to James W. Rouse & Company, Incorporated, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $11,000.00 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 of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgage was assigned to The Mutual Benefit Life Insurance Company on the 19th day of April, 1954.

That the Defendants have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Charles T. Albert

Charles T. Albert, Attorney for Plaintiff

FILED

1960 DEC -6 AM 10:32

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

LIBER 825 PAGE 289

MARYLAND

No. 14,128 Equity

LIBER 129 PAGE 328

MORTGAGE

THIS MORTGAGE, made this Nineteenth day of April, A. D. 1954, by and between MICHAEL CAVALCANTE, JR., and ROSE CAVALCANTE, his wife,* * * * * * * * * *

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED* * * * * * * * * * * * ,

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~[illegible]~~ is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Eleven Thousand and 00/100* Dollars ($ 11,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-one and 16/100* * * * * * * * * Dollars ($ 61.16), commencing on the first day of May, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 1979. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING all that lot of ground known and designated as Lot No. 1, Block B, as shown on a plat of Victor Haven which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-6, Plat 2.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Victor Haven, Inc., to the within-named Mortgagors.

"PETITIONER'S EXHIBIT NO. 1"

FILED

1960 DEC -6 AM 10:32

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

10—49890-6

3

The Mortgagor agrees that should the note and mortgage not be eligible for guarantee by the Administrator for Veterans Affairs within thirty (30) days from the date hereof or should any officer or authorized agent of the said Administrator at any time claim a defense, whether in whole or in part against any guarantee previously given, the mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

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, wall-to-wall carpeting, 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, in fee simple forever.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or R. Dorsey Watkins, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

4

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty ($50.00) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

John G. Rouse, Jr.
John G. Rouse, Jr.
(as to both)

Michael Cavalcante, Jr. [SEAL]
Michael Cavalcante, Jr. by
Rose Cavalcante [SEAL]
Rose Cavalcante, Attorney-in-Fact
Rose Cavalcante [SEAL]
Rose Cavalcante
[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this Nineteenth day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL CAVALCANTE, JR., by ROSE CAVALCANTE, Attorney-in-Fact, and ROSE CAVALCANTE, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Williams P. Fulton, 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.

Dorothy L. Stockett
Dorothy L. Stockett - Notary Public.

Recorded-20th-April-1954-at-11:55-A.M.

FOR VALUE RECEIVED, and without recourse, James W. Rouse & Company, Incorporated hereby assigns the within mortgage unto The Mutual Benefit Life Insurance Company, its successors and assigns.

AS WITNESS the signature of James W. Rouse & Company, Incorporated by the hand of its Vice President, together with its corporate seal hereto affixed this 19th day of April, 1954.

WITNESS

Sally T. Phelps
Sally T. Phelps

JAMES W. ROUSE & COMPANY, INCORPORATED

C. G. Carey
C. G. Carey, Vice President

Recorded-20th-April-1954-at-11:55-A.M.

STATE OF MARYLAND
315103 GI

Mortgage

FROM

MICHAEL CAVALCANTE, JR., and ROSE CAVALCANTE, his wife

TO

JAMES W. ROUSE & COMPANY, INCORPORATED.

Received for Record 20 Apr. 1954, at 11:55 o'clock A.M.
Same day recorded in Liber 1 Jr. No. 825 Folio 289 &c., one of the Land Records of A.A. Co.

and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $

Received for Record 20 Apr. 1954, at 11:55 A.M.
ROUSE AND MORTON
Attorneys-at-law
18 East Street
Annapolis, Maryland

Recorded the same day recorded in Liber 1 Jr. No. 825 Folio 293, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

LBER 129 PAGE 332

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
MICHAEL CAVALCANTE, JR. and ROSE CAVALCANTE, his wife,	*	Docket Folio Case No. 14128 Equity
Defendants	*	Filed

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of December 1, 1960

Michael Cavalcante, Jr. and
Rose Cavalcante
16 Alder Road
Annapolis, Maryland

Original amount of mortgage		$11,000.00
LESS		
Total principal payments		1,694.44
		9,305.56
PLUS		
Interest due from 6/1/60 through 12/1/60 at 4-1/2% on $9,305.56	$210.57	
Late charges from July, August, September, October and November at $3.24	16.20	
Advances made for payment of 1960 taxes	45.29	272.06
TOTAL MORTGAGE DEBT CLAIMED		$ 9,577.62

STATE OF MARYLAND,
CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 5th day of December, 1960, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry H. Batchelor, Vice President of the James W. Rouse & Co., Inc. and agent of the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of December 1, 1960, to the said The Mutual Benefit Life Insurance Company.

AS WITNESS my hand and Notarial Seal.

Virginia Lee Miller
Notary Public

My commission expires:
May 1, 1961

FILED
1960 DEC -6 AM 10:32

6

LIBER 129 PAGE 333

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
MICHAEL CAVALCANTE, JR. and ROSE CAVALCANTE, his wife, Defendants	*	Docket Folio Case No. 14,128 Equity Filed

* * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared HARRY H. BATCHELOR, Vice President of the James W. Rouse & Co., Inc., and made oath in due form of law that he knows of the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Harry H. Batchelor
Vice President of
James W. Rouse & Co., Inc.

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

Notary Public

My commission expires:
5/1/61

1960 DEC -6

7

LIBER 129 PAGE 334

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
MICHAEL CAVALCANTE, JR. and ROSE CAVALCANTE, his wife, Defendants	* Docket ____ Folio ____ Case No. 14,128 Equity * Filed ____	

* * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 7th day of December, 1960, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles T. Albert and Wm. Holland Wilmer, II, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Dollars ($10,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale at the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1958 Ed.) Rule 1391 §e(1) (b) (1), of the time, place, manner and terms of sale, which shall be all cash, and the unpaid

FILED

1960 DEC -8 AM 11:20

8

balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sole, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Judge

LIBER 129 PAGE 363

9

LIBER 10 PAGE 458

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 129 PAGE 330

No. 14,128 Equity
316067

Know All Men By These Presents:

THAT WE, **Charles T. Albert and Wm. Holland Wilmer II - #900 First National Bank 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 **TEN THOUSAND AND 00/100** - - - - - - - - - Dollars ($ **10,000.00**), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this **8th** - - - - day of **December** in the year of our Lord one thousand nine hundred and **sixty.**

WHEREAS, the above bounden **Charles T. Albert and Wm. Holland Wilmer II**

by virtue of a decree of the Honorable the Judge of **Circuit Court for Anne Arundel County, Md.**

has been appointed **Trustees to sell**

mentioned in the proceedings in the case of

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

vs.

MICHAEL CAVALCANTE JR. AND ROSE CAVALCANTE, his wife

now pending in said Court:

Charles T. Albert and

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN **Wm. Holland Wilmer II** do and shall well and faithfully perform the trust reposed in **them** by said decree, or that may be reposed in **them** by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary Celeste Barlow
MARY CELESTE BARLOW

Mary Celeste Barlow
MARY CELESTE BARLOW

Charles T. Albert (SEAL)
Charles T. Albert

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer II

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY -

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

~~XXXXXX~~ As to Surety:

M. S. Kraus
M. S. Kraus

FILED
1960 DEC 14 AM 10:51

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

1-307-Md. Trustee—Receiver 500-7-47

10

14,124

LIBER 129 PAGE 337

PIPER & MARBURY,
Solicitors
900 First National Bank Building
Baltimore 2, Maryland

Trustee's Sale

By virtue of a decree of the Circuit Court for Anne Arundel County passed on this 7th day of December, 1960, in the case entitled "The Mutual Benefit Life Insurance Company, Plaintiff vs. Michael Cavalcante, Jr. and Rose Cavalcante, his wife, Defendants," the undersigned Trustees will sell at public auction at the premises on

Monday, Jan. 9, 1961
at 12:00 Noon

The property is described as follows:

"BEING all that lot of ground known and designated as Lot No. 1, Block B, as shown on a plat of Victor Haven which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-6, Plat 2." For a more complete description, see the mortgage from Michael Cavalcante, Jr. and Rose Cavalcante, his wife, to James W. Rouse & Company, Incorporated, dated the 19th day of April, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 825, folio 289; said mortgage being assigned to The Mutual Benefit Life Insurance Company on the 19th day of April, 1954. The improvements thereon being known as 16 Alder Road, Annapolis, Maryland.

THE IMPROVEMENTS consist of an attractive one story, detached, frame bungalow having five rooms, including three bedrooms, bath and utility room. There is forced hot air, gas fired heat.

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

TERMS: A cash deposit of $1,000.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County: interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to day of sale.

Charles T. Albert and
Wm. Holland Wilmer,
II, Trustees J-5

No. 11

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 10, 1961

We hereby certify, that the annexed

Trustee's Sale

Michael Cavalcante, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 129 PAGE 358

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
MICHAEL CAVALCANTE, JR. and ROSE CAVALCANTE, his wife, Defendants	*	Docket_____ Folio_____ Case No. 14,128 Equity
	*	Filed_____

* * * * * * * * *

REPORT OF SALE

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

The Report of Sale of Charles T. Albert and Wm. Holland Wilmer, II, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees, did, pursuant to said notice on Monday, January 9, 1961 at 12:00 Noon, sell the property mentioned in these proceedings that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the 19th day of April, 1954, and delivered to James W. Rouse & Company, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 825, folio 289; said mortgage being assigned to The Mutual Benefit Life Insurance Company.

And your Trustees sold said property unto The Mutual Benefit Life Insurance Company at and for the sum of $8,000.00, said company being at that price the highest bidder therefor.

1961 JAN 11 PM 10:17

12

AND, as in duty bound, etc.

Charles T. Albert (SEAL)
Charles T. Albert, Trustee

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer, II, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 10th day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES T. ALBERT and WM. HOLLAND WILMER, II, Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Celeste Barlow
MARY CELESTE BARLOW Notary Public

My commission expires: 5-1-61

LIBER 129 PAGE 333

13

ORDER NISI

LIBER 129 PAGE 340

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

versus

MICHAEL CAVALCANTE, JR. and ROSE CAVALCANTE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,128 Equity

Ordered, this 11th day of January, 19 61, That the sale of the property in these proceedings mentioned made and reported by Charles T. Albert and Wm. Holland Wilmer, II, Trustees

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.

The report states that the amount of sale was $ 8,000.00

George T. Cromwell Clerk.

True Copy,

FILED: 1961 Jan 11 AM10:17

TEST: _____ Clerk.

(Final Order)

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

versus

MICHAEL CAVALCANTE, JR. and ROSE CAVALCANTE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 21st day of February, 1961 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett JUDGE.

FILED

1961 FEB 21 PM 3:49

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 341

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,128 Equity
The Mutual Benefit Life Insurance Company
versus
MICHAEL CAVALCANTE, JR.
and
ROSE CAVALCANTE, his wife

Ordered this 11th day of January, 1961, That the sale of the property in these proceedings mentioned made and reported by Charles T. Albert and Wm. Holland Wilmer, II, Trustees 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.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,128 Michael Cavalcante, 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 20th day of February, 1961. The first insertion being made the 19th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 1932 FILED FEB 11 AM 10:47

15

LIBER 129 PAGE 342

In the Case of

The Mutual Benefit Life Insurance Company

vs.

Michael Cavalcante, Jr.,

and

Rose Cavalcante, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,128 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.

March 22, 1961

FILED

1961 MAR 27 AM 9:49

Dr. in ac.

The Mutual Benefit Life Insurance Company vs. Michael Cavalcante, Jr., and Rose Cavalcante, his wife

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	272	31	322	31
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Trustees 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		
Whitmore Printing, etc. Co. - handbills	6	18		
New Amsterdam Casualty Co.-bond premium	40	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Mary Celeste Barlow - notary fees	1	00		
			181	90
To Trustees for Taxes, viz:				
1961 State and County taxes ($122.09) - 9 days	2	71	2	71
To Trustees for Benefit Charges, viz:				
Metered water from 9/11/60 to 12/10/60	6	85	6	85
To The Mutual Benefit Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,545	90	7,545	90
			8,120	17
Amount of mortgage claim filed	9,577	62		
Interest @ 4½% on principal balance of $9,305.56 from 12/1/60 to 5/1/61 - 5 months	174	48		
	9,752	10		
Cr. Amount allowed above	7,545	90		
Balance subject to decree in personam	2,206	20		

17

with Charles T. Albert and Wm. Holland Wilmer, II, Trustees Cr.

1961				
Jan.	9	Proceeds of Sale	8,000 00	
		Interest on deferred payment of $7,000.00 to 3/14/61	77 00	8,077 00
		Refund Annapolis City taxes ($90.35) from 1/9/61 to 6/30/61	43 17	43 17
				8,120 17

ORDER NISI LIBER 129 PAGE 345

The Mutual Benefit Life Insurance Company

VERSUS

Michael Cavalcante, Jr., and Rose Cavalcante, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,128 Equity.

1961 APR 27 AM 9:50

ORDERED, This 27th day of March, 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 1st day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of May, 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 MAY -2 PM 1:54

O. Bowie Duckett

9

LIBER 129 PAGE 346

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,128 Equity
The Mutual Benefit Life Insurance Company
versus
MICHAEL CAVALCANTE, JR.
and
ROSE CAVALCANTE, his wife.

Ordered, this 27th day of March, 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 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,128

Auditors Account

Michael Cavalcante, 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 1st day of May, 1961. The first insertion being made the 30th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY 1 AM 11:46

By [illegible]

No. M. G. 22073

2D

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 129 PAGE 347

SOUTHERN MUNICIPAL CORPORATION :
a body corporate of the State :
of Delaware, :
236 Main Street :
Annapolis, Maryland, :

Plaintiff :

IN EQUITY

EQUITY NO. 14,037

19-163

vs.

WILLIAM J. COLEMAN
BETTY COLEMAN, his wife
Marley Station Road
Glen Burnie, Maryland

BENNETT HOMES, INC.,
a body corporate, Mortgagee
Address unknown

YALE ENGINEERING COMPANY,
a body corporate,Mortgagee
4900 Reisterstown Road
Baltimore, Maryland

JORDAN and CLARK LUMBER COMPANY,
Judgment Creditor
Address unknown

HECHT BROS.,
Judgment Creditor
Baltimore, Maryland

GREEN DRESS SHOP,
Judgment Creditor
Baltimore, Maryland

ISAAC BENESCH and Sons,
Judgment Creditor
Baltimore, Maryland

MILTON L. SOLLOD,
Judgment Creditor
t/a HENRY J. GOOD COMPANY
1245 Light Street
Baltimore, Maryland

HOUSEHOLD FINANCE CORPORATION,
Judgment Creditor
Glen Burnie, Maryland

J. & R. KAYS,
Judgment Creditor
Address unknown

GEORGE LANCASTER,
Judgment Creditor
t/a LANCASTER OIL COMPANY
1616 S. Hanover Street
Baltimore, Maryland

FILED

1960 OCT 13 PM 1:58

EMMA LAWSON,
Judgment Creditor
Box 340
Glen Burnie, Maryland

J. FRED HAWKINS,
Judgment Creditor
1011 North Charles Street
Baltimore, Maryland

ALLIED BUILDING and CREDIT,
INC., Judgment Creditor
Address unknown

UNION TRUST COMPANY OF MARYLAND,
Judgment Creditor
Address unknown

ASSOCIATED DRY GOODS CORPORATION,
Judgment Creditor
t/a STEWART & COMPANY
Baltimore, Maryland

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

Lot Nos. 17, 18, 19 and 20, and improvements, Section A, as shown on the Plat of Sumac Fields (Plat Book 18, folio 18).

JOSEPH R. HODGES and
RUTH E. HODGES, his wife
Last known address
Odenton, Maryland

JOHN F. MERLETTI, Assignee
of a First Mortgage
268 N. Conkling St.
Baltimore, Maryland

COUNTY TRUST COMPANY OF MARYLAND,
(Glen Burnie Office), Assignee
of a Second Mortgage
Crain Highway
Glen Burnie, Maryland

ELIZABETH C. LANCASTER, also known
as Eliza C. Lancaster, if alive,
Last known address
Odenton, Maryland
and if not alive, her unknown heirs,
devisees, alienees and assignees

LIBERA MARIA BONSANTO POTEE
Vico del Gargano
Foggia, Italy

SALVATORE POTEE
Vico del Gargano
Foggia, Italy

RUSSELL POTEE
1 S. Kuethe Road
Glen Burnie, Maryland

CHARLES M. POTEE
Odenton, Maryland

JOHN R. POTEE
Odenton, Maryland

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

Lot 59 - One acre and improvements situated at Odenton

MARY AUGUSTA CHILDS
6224 McCullum Street
Philadelphia, Pennsylvania

PROVIDENT TRUST COMPANY OF
PHILADELPHIA, Mortgagee
Philadelphia, Pennsylvania

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

2.16 acres, more or less, bordering on Church Creek.

JOHN NELSON HORSEY
609 Pittsburgh Avenue
Baltimore 2, Maryland

UNITED STATES OF AMERICA,
Judgment Creditor

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

Lot 50 ft. x 150 ft. fronting on southwesternmost side of Dorsey Drive

SAMUEL W. MASON and
BERTHA MASON, his wife
Route 1, Box 10B
Annapolis, Maryland

CARROLL HYNSON, Mortgagee,
ADDEL HYNSON
62 Calvert St.
Annapolis, Md.

T. W. BLEUMANEUR, JR.
WILLIAM E. POULTON
CORNELIUS G. HARRELL, JR., Trustees
Addresses Unknown

COLUMBIA FEDERAL SAVINGS AND
LOAN ASSOCIATION, Judgment Creditor
Prince George's County
Maryland

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

Five tenths of an acre, more or less, and improvements, on the east side of a 15 ft. right of way, leading from the County Road running from the Defense Highway to Riva.

GREENE B. PALMER and
ESSIE O. PALMER, his wife
Cheltenham School for Boys
Prince George's County,
Maryland

BERNARD L. LIPMAN, Mortgagee
Address unknown

JOSEPH T. OWENS, also known as
JOSEPH OWINGS, and also known as
JOSEPH OWNES
Address unknown

MARGARET G. OWINGS
CHARLES G. OWINGS
FLORENCE B. OWINGS
REBECCA L. JONES
MARY D. OWINGS
EVERETT N. OWINGS
FREDERICK A. OWINGS,
Alleged heirs of Joseph Owings
Addresses unknown

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

Lot Nos. 37 and 38 as shown on a plat entitled "Subdivision of Property for Louis L. Lee"(Plat Book 18, folio 39).

BENJAMIN F. THOMAS
CARRIE E. THOMAS, his wife
113 Revell Street
Annapolis, Maryland

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION
Baltimore, Maryland

AND any and all persons, having, or claiming to have any interest in the following described real estate located in the Second Election District of Anne ArundelCounty, to wit:

Lot 60 ft. x 139 ft., fronting on the Road from Weems Creek Bridge to Best Gate.

RUSSELL MATTHEWS and
MADELINE MATTHEWS, his wife
Harmans, Maryland

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

1.134 acres, more or less located at Harmans.

LOUIS MORRIS and
EFFIE MORRIS, his wife, also known as
EFIIE MORRIS
243 Druid Hill Avenue
Baltimore, Maryland

HEATING ACCEPTANCE CORPORATION, Assignee
Michigan

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

Lot Nos. 97 and 98, as shown on a plat entitled "Plat of Alberta Heights" (Plat Book 18, folio 34).

MARY ROGERS
SALLY QUEEN, also known as
SALLY McQUEEN
325 West Preston Street
Baltimore, Maryland

JACK W. JONES, Mortgagee
Address unknown

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

Lot No. 72, as shown on a plat entitled "Dunbar Heights Developing Company" (Plat Book 1, folio 50), on Simpson Avenue, and also shown as Lot No. 72 on a plat entitled "Plat of Alberta Heights" (Plat Book 18, folio 34).

MEYER M. CARDIN
233 Equitable Building
Baltimore 2, Maryland

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

Lot Nos. 27 and 28, Block M, as shown on a plat entitled "Grande View Park" (Plat Book 3, folio 24).

ERNEST L. VINES and
CYNTHIA VINES, his wife
45 Grant Street
Portsmouth, Virginia

FLORENCE E. BRECKENRIDGE, also known as
FLORENCE L. BRECKENRIDGE
Address unknown

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

5.37 acres, more or less, known as Lot No. 10, as shown on a survey made by Thomas H. Disney, Surveyor, on or about March 10, 1911, the westernmost boundary of which borders on the east side of the P.B.& W. Railroad.

ALFONSO BELL and
FLORENCE L. BELL, his wife
433 - 3rd Street, S.W.
Washington, D. C.

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

Lot Nos. 3 and 4, as shown on a Plat entitled "Selassie Villa" (Plat Book 17, folio 44).

QUINTIN M. DENNIS also known as
QUINTON M. DENNIS and
ROSE DENNIS, his wife
Churchton, Maryland

ELLSWORTH GROSS and
GLADYS GROSS, his wife
Address unknown

JACOB GROSS
THOPHILUS SCOTT, Mortgagees
Addresses unknown

AND any and all persons having or claiming to have any interest in the following described property, located in the Seventh Election District of Anne Arundel County, to wit:

8.5 acres, more or less, situated between Shadyside and Churchton.

DEFENDANTS

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of SECTIONS 70-116, inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

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

(1) Certificate No. A3846 - Lots 17, 18, 19, 20, Sec. A Imp. G.T.C. 1065-309 as shown on the plat of Sumac Fields, Third Election District and assessed to William J. and Betty Coleman.

(2) Certificate No. A3850 - Lot 59, one acre, Imp. situated at Odenton, Fourth Election District and assessed to James R. and R. E. Hodges.

(3) Certificate No. A3851 - 2.16 acres Blk. 620, situated at Annapolis Neck, Second Election District, and assessed to Mary A. Childs.

(4) Certificate No. A3854 - Lot 7, 0.172 acre, Blk. 630, situated at Sub-Division of Dorsey Property, Second Election District and assessed to John N. Horsey.

(5) Certificate No. A3856 - 1 Lot, Imps. Blk 640, situated at Steinover Farms, Riva, Maryland, Second Election District, and assessed to Samuel W. Mason.

(6) Certificate No. A3857 - Lots 37 and 38, Blk. 695, J.H.H. 884-134, situated near Conaway, Second Election District and assessed to Green B. and E. O. Palmer.

(7) Certificate No. A3861 - 1 Lot, Blk. 4, Weems Creek Bridge, E.S. Best Gate Road, Second Election District, and assessed to Benj. F. and Carrie E. Thomas.

(8) Certificate No. A3867 - 1.134 acres, J.H.H. 337-297, situated at Harmons, Fourth Election District and assessed to Russell M. Matthews.

(9) Certificate No. A3868 - Lots 97 and 98, W.S. of Railroad, situated at Alberta Heights, Fourth Election District, and assessed to Louis and Effie Morris.

(10) Certificate No. A3871 - Lot 72, (30 x 130), situated at Alberta Heights, Simpson Avenue, Fourth Election District and assessed to S. Queen and Mary Rogers.

(11) Certificate No. A3872 - Lots 27-28, Blk. M, as shown on the plat of Grande View Park, Fourth Election District, and assessed to Meyer M. Cardin.

(12) Certificate No. A3873 - Lots 7-10, part Lot 11, situated at Patapsco Park, Fifth Election District and assessed to Ernest L. and Cynthia Vines.

(13) Certificate No. A3878 - Lots 3, 4, Blk. 435, situated at Selassie Villa, Seventh Election District, and assessed to Alphonso and F.L. Bell.

(14) Certificate No. A3879 - 8.5 acre, Imp. Blk. 405, situated at Churchton W.S. Shadyside Road, Seventh Election District, and assessed to Quinton M. and Rose Dennis.

3. That said Tax Sale Certificates as hereinabove set forth, to wit:Numbers A3846, A3850, A3851, A3854, A3856, A3857, A3861, A3867, A3868, A3871, A3872, A3873, A3878, A3879, dated October 14, 1958, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Nos. 1 to 14, inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

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

(1) That William J. Coleman and Betty Coleman, his wife, are owners of record of Lot Nos. 17, 18, 19 and 20, Section A,

Third Election District, as shown on a plat entitled "Plat of Sumac Fields", (Plat Book 18, folio 18), by virtue of a deed dated Sept. 26, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1065, folio 309, from the Karjon Company. That the Defendant, Bennett Homes, Inc., is joined herein to foreclose any interest it may have by virtue of a mortgage from Betty Coleman to the said Bennett Homes, Inc., dated Sept. 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1065, folio 418, and the Defendant Yale Engineering Company, Inc., is joined herein to foreclose any interest it may have by virtue of a mortgage from Betty Coleman to the said Yale Engineering Company, dated June 22, 1959, and recorded among the aforesaid Land Records in Liber G.T.C.No. 1308, folio 30, and that the Defendants hereinafter listed are judgment lienors, as will be indicated hereinafter:

(a) Jordan and Clark Lumber Company - J.P.Docket 10, folio 72. Judgment in favor of Jordan and Clark Lumber Company in the sum of $24.00 plus costs and interest from December 19, 1949.

(b) Hecht Bros. - Law Docket 1892-17. Judgment in favor of Hecht Bros. in the sum of $333.10 plus interest and costs from April 28, 1950.

(c) Green Dress Shop - J.P.Docket 10, folio 295. Judgment in favor of Green Dress Shop in the sum of $44.10 plus interest and costs from Feb. 8,1951.

(d) Isaac Benesch & Sons - J.P.Docket 10, folio 365. Judgment in favor of Isaac Benesch & Sons in the sum of $30.70 plus interest and costs from June 13, 1951.

(e) Milton L. Sollod, t/a Henry J. Good Co. - J.P. Docket 10, folio 383, Judgment in favor of Milton L. Sollod, t/a Henry J. Good Co. in the sum of $16.89 plus interest and costs from August 1, 1951.

(f) Household Finance Corporation - J.P. Docket 10, folio 396. Judgment in favor of Household Finance Corporation in the sum of $100.00 plus interest and costs from August 23, 1951.

(g) J. & R. Kays - J.P. Docket 10, folio 410. Judgment in favor of J. & R. Kays in the sum of $52.90 plus interest and costs from October 1, 1951.

(h) George Lancaster t/a Lancaster Oil Company - J.P. Docket 11, folio 45. Judgment in favor of George Lancaster t/a Lancaster Oil Company in the sum of $33.60 plus interest and costs from May 21, 1952.

(i) Emma Lawson - J.P. Docket 11, folio 164. Judgment in favor of Emma Lawson in the sum of $[illegible] plus interest and costs from November 29, 1952.

(j) J. Fred Hawkins - J.P. Docket 11, folio 489. Judgment in favor of J. Fred Hawkins in the sum of $105.00 plus interest and costs from Feb. 10, 1954.

(k) Allied Building Credit, Inc. - Law Docket 7-61. Judgment in favor of Allied Building Credit, Inc. in the sum of $233.18 plus interest and costs from December 7, 1954.

(l) Union Trust Company of Maryland - Law Docket 8-8. Judgment in favor of Union Trust Company of Maryland in the sum of $309.55 plus interest and costs from October 5, 1955.

(m) Associated Dry Goods Corporation t/a Stewart and Company - J.P. Docket 13, folio 6. Judgment in favor of Associated Dry Goods Corporation t/a Stewart and Company in the sum of $136.65 plus interest and costs from January 17, 1956.

The judgments in favor of Jordan and Clark Lumber Company, George Lancaster t/a Lancaster Oil Company being against Betty Coleman, and the remainder being against both William and Betty Coleman.

(2) (a) That James R. and Ruth E. Hodges are the record owners as tenants by the entireties of Lot No. 59 one acre and Improvements situated near Odenton and designated as lot No. 59 on Baldwin's Plat of Odenton, said Plat recorded among the Land Records of Anne Arundel County in Liber S. H. No. 34, folio 604, by virtue of a Deed dated June 1, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 472, folio 471, from Michael Potee and Cornelia Potee, his wife.

(b) That the Defendant, John F. Merletti, is the assignee by short assignment of a first mortgage in the amount of $10,000.00 (present balance of which is unknown to your Plaintiff), dated June 1, 1948 and recorded among the aforesaid Land Records in Liber J.H.H. 472, folio 473, from the Defendants James R. and Ruth E. Hodges to the County Trust Company of Maryland; that said mortgage is unreleased of record.

(c) That the Defendant, The County Trust Company of Maryland (Glen Burnie Office) is the assignee by short assignment of a second mortgage in the amount of $19,000.00 (present balance of which is unknown to your Plaintiff), dated June 1, 1948 and recorded among the aforesaid Land Records in Liber J.H.H. No. 472, folio 477, from the Defendants James R. and Ruth E. Hodges to Michael Potee; that said mortgage is unreleased of record.

(d) That the property described herein originally was assessed to the Defendant Eliza C. Lancaster also known as Elizabeth C. Lancaster and was sold by Joseph H. Pepper, County Treasurer at tax sale on October 11, 1937, Tax Sale No. 3687, to the County Commissioners of Anne Arundel County, (but said Tax Sale may be defective in that same was not finally ratified and confirmed by the Circuit Court for Anne Arundel County until February 27, 1939) and subsequently sold by them to Michael Pote and Agnes Pote, his wife (also known as Potee),

by Deed dated March 14, 1939, and recorded among the aforesaid Land Records in Liber J.H.H.No. 203, folio 154.

(e) That the Defendant Libera Maria Bonsanto Potee was the first wife of Michael Potee and it is not known whether said marriage was ever legally terminated at the time of the aforesaid conveyance by the County Treasurer to Michael Potee and Agnes Turner Potee and the conveyance from Michael Potee and Cornelia Potee to James R. Hodges and wife (See Equity No. 10,086 and Law No. 2713, Circuit Court for Anne Arundel County) and Libera Maria Bonsanto Potee is herein joined as a defendant for the purpose of foreclosing any possible dower interest which she might have in said property. That the Defendant Salvatore Potee was the son born of the first marriage of Michael Potee and Libera Maria Bonsanto Potee and he is also joined as a Defendant for the purpose of foreclosing any interest he might have in said property. That said Michael Potee, purportedly as a surviving tenant by the entirety with his purported second wife, Agnes Turner Potee, conveyed said property to James R. Hodges and Ruth E. Hodges by deed dated June 1, 1948 and recorded, as aforesaid, in Liber J.H.H.No. 472, folio 471, without the joinder in said deed of any of the children or heirs of said Agnes Potee, in whom there may have been a possible vestitude of title to a part interest in said property after the death of Agnes Turner Potee, who died in the year 1947.

(f) That the Defendants Russell Potee, Charles N. Potee and John R. Potee are the children of the purported second marriage of Michael Potee with Agnes Turner Potee, and are joined for the purpose of releasing any claims which they might have in said property.

(3) That Mary Augusta Childs is owner of record of a 2.16 acre tract, more or less, bordering on Church Creek, located in the Second Election District, by virtue of a deed dated Feb. 15, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 619, folio 174. That the said property was sold as "2.16 acres Blk 620 situated at Annapolis Neck". That the Defendant, Provident Trust Company of Philadelphia, is joined herein to foreclose any interest it may have by virtue of a mortgage from John Norris Childs and Charlotte F. Childs, his wife, immediate predecessors in title to the said Mary Augusta Childs, to The Provident Trust Company of Philadelphia, dated Dec. 22, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 506, folio 450.

(4) That John Nelson Horsey is owner of record of a lot measuring approximately 50 ft. x 150 ft., fronting on the southwesternmost side of Dorsey Drive, in the Second Election District, by virtue of a deed dated July 14, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 695, folio 196, from William E. Dorsey, widower. That said lot was sold as "Lot 7, .172 Ac. Blk 630 situated at Sub-Division of Dorsey Prop." That The United States of America is a tax lienor as to the said John Nelson Horsey as to income for the year 1955 in the amount of $1,535.88 (filed Sept. 27, 1956) and W.T.F.I.C.A. for the year 1953 in the amount of $998.93 (filed Nov. 16, 1956), plus interest and costs.

(5) That Samuel W. Mason is owner of record of one half acre tract, more or less, and improvements, on the east side of a 15 ft. right of way, leading from the County Road running from the Defense Highway to Riva, in the Second Election District, by virtue of a deed dated August 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 424, folio 198, from George E. Rullman, Trustee. That said tract was sold as "1 Lot, Imps. Blk. 640 situated at Steinover Farms, Riva, Md". That Carroll Hynson and Addel Hynson, his wife, Defendants, are joined herein to foreclose any interest they may have by virtue of a mortgage to them from Samuel W. Mason and Bertha Mason, his wife, dated Dec. 11, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 887, folio 366, and the Defendants, T. W. Bleumaneur, Jr., William E. Poulton and Cornelius G. Harrell, Jr., Trustees, are joined herein to foreclose any interest they may have by virtue of an indenture to them, from Samuel Mason and Bertha Mason, his wife, dated March 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1005, folio 378. That the Defendant, Columbia Federal Savings and Loan Association is joined herein to foreclose any interest it may have by virtue of a judgment in its favor against Samuel W. Mason, Bertha Mason, his wife, and Hazel Mason, (Law Docket 13-375) in the amount of $2,140.30 plus interest and costs from July 31, 1959.

(6) That Greene B. Palmer and Essie O. Palmer, his wife, are owners of record of Lot Nos. 37 and 38, as shown on a plat entitled "Subdivision of Property for Louis L. Lee", (Plat Book 18, folio 39), in the Second Election District, by virtue of a deed dated August 23, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 884, folio 134, from James O. Waters and Elizabeth Waters, his wife. That said lots were sold as "Lot 37, 38 Blk 695. JHH-884-134 situated near Conaway". That Bernard L. Lipman, Defendant, is joined herein to foreclose any interest he may have by virtue of a mortgage dated Sept. 14, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1341, folio 535, from the said Greene B. Palmer and Essie O. Palmer, his wife, to the said Bernard L. Lipman. That C. Albert Hodges, County Treasurer, sold said property at tax sale (Tax Sale No. 2045) on July 24, 1934, to the County Commissioners of Anne Arundel County, that said tax sale was not reported until October 27, 1936, and for that reason, appears to have been defective. That at the time of said tax sale, said property was assessed to Joseph T. Owens, but Complainant was unable to find a deed on record vesting title to the said property in the said Joseph T. Owens, or any proceedings which so vested said title. That the said County Commissioners of Anne Arundel County by deed dated March 28, 1944, and recorded among the aforesaid Land Records, granted and conveyed the said property to Louis L. Lee, immediate predecessor in title to Greene B. Palmer and Essie O. Palmer, and in said deed, the said property was described in part as being the same property assessed to Joseph T. Ownes for more than twenty years. That by deed dated March 9, 1918 and recorded among the aforesaid Land Records in Liber G.W. 138, folio 127, William G. Williams and Mary Louise Williams, his wife, granted and conveyed the said property to Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca Jones, Mary D. Owings, Everett N. Owings, and Frederick A. Owings,

purportedly, according to said deed, the sole heirs at law of Joseph Owings, and said alleged heirs at law of Joseph Owings, the said Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca Jones, Mary D. Owings, Everett N. Owings and Frederick A. Owings are joined herein to foreclose any interest which they might have in the said property.

(7) That Benjamin F. Thomas and Carrie E. Thomas, his wife, are owners of record of a lot approximately 60 ft. x 139 ft., bordering on the south side of the road leading from Weems Creek Bridge to Best Gate, Second Election District, by virtue of a deed dated March 29, 1947, from Robert Boardly, widower, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 401, folio 386. That said lot was sold as "1 Lot Blk. 4 Weems Creek Bridge, E.S. Best Gate Road". That Baltimore Federal Savings and Loan Association is a judgment creditor of record against Carrie Thomas et al (Law No. 8007) in the amount of $1,152.99 and attorney's fee, costs and interest from Sept. 25, 1956, and is joined as a defendant herein to foreclose any interest it might have by virtue of said judgment.

(8) That Russell Matthews and Madeline Matthews, his wife, are owners of record of a tract containing 1.134 acres, more or less, located at Harmans, Fourth Election District, by virtue of a deed dated August 1, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 337, folio 297, from Marvin Anderson, Trustee. That said deed conveyed a three acre tract, more or less, to the said Russell Matthews and Madeline Matthews, his wife, and that by deed dated June 8, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 934, folio 465, the said Russell Matthews and Madeline Matthews conveyed one acre, more or less, of said three acre tract to Benjamin Galloway and Adrian Galloway, his wife, and that by deed dated Dec. 30, 1955, and recorded among the aforesaid Land Records in Liber J.H.H.No. 992, folio 211, the said Matthews and wife conveyed an additional acre, more or less, out of said three acre tract, to Samuel T. Johnson and Viola M. Johnson, his wife. That said tract appears to be presently assessed to Russell M. Matthews only.

(9) That Louis Morris and Effie Morris, also known as Efiie Morris, his wife, are owners of record of Lot Nos. 97 and 98, as shown on a plat entitled "Plat of Alberta Heights" (Plat Book 18, folio 34), Fourth Election District, by virtue of a deed dated October 1, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 648, folio 35, from Harry A. Carpenter and Mary E. Carpenter, his wife, That the Defendant, Heating Acceptance Corporation, [illegible] is the holder of a judgment against Louis Morris and Effie Morris (Law No. A-2286) and is joined herein to foreclose any interest it may have in the said property.

(10) That Mary Rogers and Sally Queen, also known as Sally McQueen, are the owners of record of Lot No. 72, as shown on a plat entitled "Dunbar Heights Developing Company" (Plat Book 1, folio 50), Fourth Election District, by virtue of a deed from Harry A. Carpenter and Mary E. Carpenter, his wife, dated August 30, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 505, folio 329. That Jack W. Jones, Defendant, is joined herein to

foreclose any interest he might have in said property by virtue of a mortgage from the said Mary Rogers and Sally Queen, also known as Sally McQueen, to the said Jack W. Jones, dated March 1, 1949, and recorded among the aforesaid Land Records in Liber J.H.H.No. 514, folio 329. That said property was sold as "Lot 72, (30 x 130) situated at Alberta Hgts, Simpson Ave.", but Complainant believes and therefore avers that Dunbar Heights and Alberta Heights are one and the same subdivision.

(11) That Meyer M. Cardin is the owner of record of Lot Nos. 27 and 28, Block M, as shown on a plat entitled "Grande View Park" (Plat Book 3, folio 24), Fourth Election District, by virtue of a deed from Morris Cardin, Assignee, dated October 9, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 112, folio 483.

(12) That Ernest L. Vines and Cynthia Vines, his wife, are the owners of record of a 5.37 acre tract, more or less, known as Lot 10 as shown on a survey made by Thomas H. Disney, Surveyor, on or about March 10, 1911, the westernmost boundary of which borders on the east side of the P.B.& W. railroad, Fifth Election District, by virtue of a deed dated June 17, 1946, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 368, folio 8, from Florence Breckenridge, widow. That said tract was erroneously sold as "Lots 7-10 part lot 11, situated at Patapsco Park". That by deed dated Dec. 3, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 67, folio 269, the hereinabove mentioned tract of land was conveyed by Florence E. Breckenridge, to Florence May Breckenridge, and the said Florence E. Breckenridge, also known as Florence L. Breckenridge, reserved unto herself, by said deed, the right to use and enjoy the said property during her natural life, and is joined herein as a Defendant, to foreclose her interest of use and enjoyment.

(13) That Alfonso Bell and Florence L. Bell, his wife, are owners of record of Lot Nos. 3 and 4, as shown on a Plat entitled "Selassie Villa" (Plat Book 17, folio 44), Seventh Election District, by virtue of a deed dated May 17, 1943, from James E. Crowner and Carrie B. Crowner, recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 283, folio 20.

(14) That Quintin M. Dennis and Rose Dennis, his wife, are owners of record of an 8.5 acre tract, situated in the Eighth Election District, between Shadyside and Churchton, by virtue of a deed from the County Commissioners of Anne Arundel County, dated Dec. 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 448, folio 325. That said tract was sold as "8.5 ac. Imp. Blk. 405 situated at Churchton W.S.Shadyside Rd." That at the time of said sale, said property was assessed to Quinton M. Dennis and Rose Dennis. That the Defendants Jacob Gross and Thophilus Scott are joined herein to foreclose any interest they might have by virtue of a mortgage to them, from Ellsworth Gross and Gladys Gross, his wife, dated June 12, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 65, folio 26. That said tract was sold at a regular tax sale on July 28, 1932, (Tax Sale No.1884),

by C. Albert Hodges, County Treasurer, to the County Commissioners of Anne Arundel County, and that said sale was not reported until January 10, 1936, and was therefore a defective sale, that the said Ellsworth Gross and Gladys Gross, his wife, were the owners of record of said property at the time of said sale, and the said Ellsworth Gross and Gladys Gross, his wife, defendants, are joined herein to foreclose any interest they might have in said property as a result of said defective tax sale.

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

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1958, as required by statute in such cases made and provid4d under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates, the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) A3846	$500.00	$339.96
(2) A3850	500.00	76.72
(3) A3851	300.00	126.56
(4) A3854	30.00	26.55
(5) A3856	75.00	48.55
(6) A3857	30.00	26.93
(7) A3861	30.00	27.92
(8) A3867	75.00	17.14
(9) A3868	110.00	62.19
(10) A3871	25.00	20.16
(11) A3872	14.16	14.16
(12) A3873	55.00	24.52
(13) A3878	30.00	27.14
(14) A3879	950.00	42.73

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

CERTIFICATE NO.	AMOUNT DUE
(1) A3846	$339.96
(2) A3850	76.72
(3) A3851	126.56
(4) A3854	26.65
(5) A3856	48.55
(6) A3857	26.93
(7) A3861	27.92
(8) A3867	17.14
(9) A3868	62.19
(10) A3871	20.16
(11) A3872	14.16
(12) A3873	24.52
(13) A3878	27.14
(14) A3879	42.73

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

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

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

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

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

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in

fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

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

AND as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main St.,Annapolis, Md.
Colonial 3-3957

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main St.,Annapolis, Md.
Colonial 3-3957
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 13th day of October, 1960.

Mary Harrison
Mary Harrison - Notary Public

A 3846 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 364

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~~ Location Municipal at public auction for the sum of 500.00 Dollars and ____ Cents, of which 339.96 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 17, 18, 19, 20, Sect. Imp. Plat 1065-309 as shown on the plat of Sunset Fields.

and assessed to John J. & Betty Coleman.

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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,

Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 1 1960 OCT 28 PM 4:09

18

A 3850 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 365

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 Southern Municipal at public auction for the sum of 500.00 Dollars and _____ Cents, of which 76.72 Dollars has been paid as a deposit on the property in Dist. 4 described as Lot 59 1ac Imp. situated at Odenton

and assessed to James R & R.E. Hodges

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 [illegible] 19[illegible]

[signature]
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, [illegible], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires [illegible]

FILED

PLAINTIFF'S EXHIBIT NO. 2960 OCT 13 [illegible]

16

A 3851 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 366

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 Southern Municipal at public auction for the sum of 300 Dollars and 00 Cents, of which 126 56/100 Dollars has been paid as a deposit on the property in District 2 described as 2.16 Acres Blk 620 situated at Annapolis Neck

and assessed to Mary A. Childs

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. Lavine
Notary Public.

My Commission Expires May 4, 1959

FILED

PLAINTIFF'S EXHIBIT NO. 1960 OCT 13 2 09

20

A 3854 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 367

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 Southern Municipal at public auction for the sum of 30 Dollars and 00 Cents, of which 26 65/100 Dollars has been paid as a deposit on the property in District 2 described as Lot 7, 172 Ac. Beh 630 situated at Sub-Division of Dorsey Prop.

and assessed to John N. Horsey

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,

Notary Public.

My Commission Expires Jan 4 1959

FILED
1958 OCT 13 PM 4 09

PLAINTIFF'S EXHIBIT NO. 4

A 3856 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 368

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 Southern Municipal at public auction for the sum of 75 Dollars and 00 Cents, of which 48 55/xx Dollars has been paid as a deposit on the property in District 2 described as 1 Lot Imps. Blk. 640 situated at Steinover Farms, Riva, Md

and assessed to Samuel W. Mason

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. Lowe
Notary Public.

My Commission Expires May 4, 1959

FILED

PLAINTIFF'S EXHIBIT NO. 1950 OCT 13 PM 4:09

22

A 3857 # CERTIFICATE OF TAX SALE

LIBER 129 PAGE 369

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 Southern Municipal at public auction for the sum of 30 Dollars and 00 Cents, of which 26 93/++ Dollars has been paid as a deposit on the property in District 2 described as Lot 37 38 Blk 695, Jr H - 884-134 situated near Conaway

and assessed to Grace B. & E. O. Palmer

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,

Russell S.
Notary Public.

My Commission Expires May 4, 1959

FILED
OCT 13 PM
ANNE ARUNDEL CO.

PLAINTIFF'S EXHIBIT NO. 6960

A 3861 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 370

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 Southern Municipal at public auction for the sum of 30 Dollars and 00 Cents, of which 27 92/100 Dollars has been paid as a deposit on the property in District 2 described as 1 Lot Blk 4 Weems Creek Bridge, E.S. Best Gate Road

and assessed to Benj. F. & Carrie E. Thomas

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. Lowe
Notary Public.

My Commission Expires May 4, 1959

FILED 1959 OCT 13 PM 1 10

PLAINTIFF'S EXHIBIT NO.

24

A 3867 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 371

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, County Treasurer hereby certify that on October 14th 1958, I sold ~~to~~ Southern Municipal at public auction for the sum of 75.00 Dollars and _____ Cents, of which 17.14 Dollars has been paid as a deposit on the property in Dist. 4 described as 1.134 ac JHA 337-297 situated at Harmans

and assessed to Russell M. Matthews.

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

[signature]
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,

[signature]
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 PM 4 10

PLAINTIFF's EXHIBIT NO. 8

A 3868 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 372

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 Southern Municipal at public auction for the sum of 110.00 Dollars and _____ Cents, of which 62.19 Dollars has been paid as a deposit on the property in District 4 described as Lots 97-98 W. S. of Railroad situated at Alberta Hgts.

and assessed to Louis & Effie Morris

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 PM 4 10

PLAINTIFF's EXHIBIT NO. 9

26

A 3871 CERTIFICATE OF TAX SALE LIBER 129 PAGE 373

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~~ Southern Municipal at public auction for the sum of 25.00 Dollars and _____ Cents, of which 20.16/100 Dollars has been paid as a deposit on the property in District 4. described as Lot 72, (30x130) situated at Alberta Hgts, Simpson Ave.

and assessed to S. Queen and Mary Rogers.

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

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,

Notary Public.

My Commission Expires May 4, 1959

FILED

1960 OCT 13

PLAINTIFF's EXHIBIT NO. 18

A 3872 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 374

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~~ Lauther Municipal at public auction for the sum of 14.16 Dollars and _____ Cents, of which 14.16 Dollars has been paid as a deposit on the property in District 4 described as Lots 27-28 Blk M, as shown on the plat of Grandview Park

and assessed to Meyer M. Gardner

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth A. Lewis
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 PM 4 10

PLAINTIFF'S EXHIBIT NO. 11

28

A 3873 **CERTIFICATE OF TAX SALE**

LIBER 129 PAGE 375

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 Southern Municipal at public auction for the sum of 55.00 Dollars and _____ Cents, of which 24.52 Dollars has been paid as a deposit on the property in District 5, described as Lots 7-10 part lot 11 situated at Patapsco Park

and assessed to Ernest L + Cynthia Vines

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

[signature]
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,

[signature]
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 PM 4:10

PLAINTIFF's EXHIBIT NO. 12

A 3878 **CERTIFICATE OF TAX SALE**

LIBER 129 PAGE 376

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 Southern Municipal at public auction for the sum of 30.00 Dollars and _____ Cents, of which 27 14/xx Dollars has been paid as a deposit on the property in Dist. 7 described as Lots 3, 4 Blk 435 situated at Selassie Villa

and assessed to Alphonso & F. L. Bell.

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lowing
Notary Public.

My Commission Expires May 4, 1959

FILED
1960 OCT 13 PM 4:10

PLAINTIFF'S EXHIBIT NO. 13

30

A 3879 **CERTIFICATE OF TAX SALE** LIBER 129 PAGE 377

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 Southern Municipal at public auction for the sum of 950.00 Dollars and _____ Cents, of which 42.73 Dollars has been paid as a deposit on the property in Dist. 7 described as 8.5 ac. Imp Bek. 405 situated at Churchton W. S. Shadyside Rd.

and assessed to Quinton M & Rose Dennis

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

[signature]
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,

[signature]
Notary Public.

My Commission Expires May 4, 1959

FILED

1960 OCT 13 PM 4:10

PLAINTIFF's EXHIBIT NO. 17

31

LIBER 129 PAGE 378

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
ATTORNEYS

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the State
of Delaware
236 Main Street
Annapolis, Maryland

Plaintiff

vs.

WILLIAM J. COLEMAN
BETTY COLEMAN, his wife
Marley Station Road
Glen Burnie, Maryland

BENNETT HOMES, INC.
a body corporate, Mortgagee
4900 Reisterstown Road
Baltimore, Maryland

JORDAN and CLARK LUMBER COMPANY
Judgment Creditor
c/o Jordan V. Lumber Co.,Inc.
1101 Old Annapolis Road, N.E.
Glen Burnie, Maryland

HECHT BROS.,
Judgment Creditor
Baltimore, Maryland

GREEN DRESS SHOP
Judgment Creditor
Baltimore, Maryland

ISAAC BENESCH and SONS
Judgment Creditor
Baltimore, Maryland

MILTON L. SOLLOD
Judgment Creditor
t/a Henry J. Good Company
1245 Light Street
Baltimore, Maryland

HOUSEHOLD FINANCE CORPORATION
Judgment Creditor
Glen Burnie, Maryland

J. & R. KAYS
Judgment Creditor
Address unknown

IN EQUITY

EQUITY NO. 14037

FILED

1960 OCT 14 PM 3:27

32

GEORGE LANCASTER
Judgment Creditor
t/a Lancaster Oil Company
1616 S. Hanover Street
Baltimore, Maryland

EMMA LAWSON
Judgment Creditor
Box 340
Glen Burnie, Maryland

J. FRED HAWKINS
Judgment Creditor
1011 North Charles St.
Baltimore, Maryland

ALLIED BUILDING and CREDIT,
INC., Judgment Creditor
1114 Mondawmin Concourse
Baltimore, Md.

UNION TRUST COMPANY OF MARYLAND
Judgment Creditor
Address unknown

ASSOCIATED DRY GOODS CORPORATION
Judgment Creditor
t/a Stewart & Company
Baltimore, Maryland

JOSEPH R. HODGES and
RUTH E. HODGES, his wife
Last Known address
Odenton, Maryland

JOHN F. MERLETTI, Assignee
of a First Mortgage
268 N. Conkling St.
Baltimore, Maryland

COUNTY TRUST COMPANY OF MARYLAND,
(Glen Burnie Office), Assignee
of a Second Mortgage
Crain Highway
Glen Burnie, Maryland

ELIZABETH C. LANCASTER, also known
as Eliza C. Lancaster, if alive
Last known address
Odenton, Maryland,
and if not alive, her unknown heirs,
devisees, alienees and assignees

LIBERA MARIA BONSANTO POTEE
Vico del Gargano
Foggia, Italy

33

SALVATORE POTEE
Vico del Gargano
Foggia, Italy

RUSSELL POTEE
1 South Kuethe Road
Glen Burnie, Maryland

CHARLES M. POTEE
Odenton, Maryland

JOHN R. POTEE
Odenton, Maryland

MARY AUGUSTA CHILDS
6224 McCullum Street
Philadelphia, Pennsylvania

PROVIDENT TRUST COMPANY OF
PHILADELPHIA, Mortgagee
Philadelphia, Pennsylvania

JOHN NELSON HORSEY
609 Pittsburgh Avenue
Baltimore 2, Maryland

UNITED STATES OF AMERICA
Judgment Creditor

SAMUEL W. MASON and
BERTHA MASON, his wife
Route 1, Box 10B
Annapolis, Maryland

CARROLL HYNSON, Mortgagee
ADDEL HYNSON
62 Calvert St.
Annapolis, Md.

T. W. BLEUMANEUR, JR.
WILLIAM E. POULTON
CORNELIUS G. HARRELL, Jr., Trustees
Addresses Unknown

COLUMBIA FEDERAL SAVINGS AND
LOAN ASSOCIATION, Judgment Creditor
Prince George's County
Maryland

GREENE B. PALMER and
ESSIE O. PALMER, his wife
Cheltenham School for Boys
Prince George's County
Maryland

BERNARD L. LIPMAN, Mortgagee
Address unknown

JOSEPH T. OWENS, also known as
JOSEPH OWINGS, and also known as
JOSEPH OWNES
Address unknown

MARGARET G. OWINGS
CHARLES G. OWINGS
FLORENCE B. OWINGS
REBECCA L. JONES
MARY D. OWINGS
EVERETT N. OWINGS
FREDERICK A. OWINGS
Alleged heirs of Joseph Owings
Addresses unknown

BENJAMIN F. THOMAS
CARRIE E. THOMAS, his wife
113 Revell Street
Annapolis, Maryland

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION
Baltimore, Maryland

RUSSELL MATTHEWS and
MADELINE MATTHEWS, his wife
Harmans, Maryland

LOUIS MORRISand
EFFIE MORRIS, his wife, also known as
EFIIE MORRIS
243 Druid Hill Avenue
Baltimore, Maryland

HEATING ACCEPTANCE CORPORATION, Assignee
Michigan

MARY ROGERS
SALLY QUEEN, also known as
SALLY McQUEEN
325 West Preston Street
Baltimore, Maryland

JACK W. JONES, Mortgagee
Address unknown

MEYER M. CARDIN
233 Equitable Building
Baltimore 2, Maryland

ERNEST L. VINES and
CYNTHIA VINES, his wife
45 Grant Street
Portsmouth, Virginia

FLORENCE E. BRECKENRIDGE, also known as
FLORENCE L. BRECKENRIDGE
Address unknown

3.5

ALFONSO BELL and
FLORENCE L. BELL, his wife
433 - 3rd Street, S.W.
Washington, D. C.

QUINTIN M. DENNIS also known as
QUINTON M. DENNIS and
ROSE DENNIS, his Wife
Churchton, Maryland

ELLSWORTH GROSS and
GLADYS GROSS, his Wife
Address unknown

JACOB GROSS
THOPHILUS SCOTT, Mortgagees
Addresses unknown

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

DISTRICT	DESCRIPTION	CERT. NO.
(1) Third	Lots 17, 18, 19, 20, Sec. A.Imp. as shown on a plat of Sumac Fields. (Plat Book 18, folio 18) (More particularly described in G.T.C. No. 1065, folio 309)	A3846
(2) Fourth	Lot 59, one acre. Imp. situated at Odenton. (See plat in S.H.No. 34, folio 604).(More particularly described in J.H.H. No. 472,folio 471).	A3850
(3) Second	2.16 acres, bordering on Church Creek. (More particularly described in J.H.H.No. 619, folio 174).	A3851
(4) Second	Lot approximately 50 ft. x 150 ft. fronting on southwesternmost side of Dorsey Drive. (More particularly described in J.H.H.No. 695, folio 196).	A3854
(5) Second	Five tenths of an acre, more or less, and improvements, on the east side of a 15 ft. R/W, leading from the County Road running from the Defense Highway to Riva. (More particularly described in J.H.H.No. 424, folio 198).	A3856

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DISTRICT	DESCRIPTION	CERT.NO.
(6) Second	Lot Nos. 37 and 38 as shown on a plat entitled "Subdivision of Property for Louis L. Lee" (Plat Book 18, folio 39). (More Particularly described in J.H.H.No. 884,folio 134).	A3857
(7) Second	Lot approximately 60 ft. x 139 ft., fronting on the Road from Weems Creek Bridge to Best Gate. (More particularly described in J.H.H. No. 401, folio 386.)	A3861
(8) Fourth	1.134 Acres, more or less, located at Harmans. (More particularly described in J.H.H.No. 337, folio 297, saving and excepting therefrom by deeds J.H.H.No. 992, folio 211, and J.H.H. No. 934, folio 465).	A3867
(9) Fourth	Lot Nos. 97 and 98 as shown on a plat entitled "Plat of Alberta Heights". (Plat Book 18, folio 34). (More particularly described in J.H.H.No. 648, folio 35).	A3868
(10) Fourth	Lot No. 72, as shown on a plat entitled "Dunbar Heights Developing Company". (Plat Book 1, folio 50). (More particularly described in J.H.H.No. 505, folio 329). (Described in tax sale as Lot 72, Alberta Heights).	A3871
(11) Fourth	Lot Nos. 27 and 28, Block M, as shown on a plat entitled "Grande View Park". (Plat Book 3, folio 24).	A3872
(12) Fifth	5.37 acres, more or less, known as lot No. 10, as shown on a survey made by Thomas H. Disney, Surveyor, on or about March 10, 1911, the westernmost boundary of which borders on the east side of the P.B.& W. Railroad. Erroneously described in tax sale as Lots 7-10, part of Lot 11, Patapsco Park. (More particularly described in J.H.H. No. 368, folio 8).	A3873
(13) Seventh	Lot Nos. 3 and 4, as shown on a plat entitled "Selassie Villa". (Plat Book 17, folio 44). (More particularly described in J.H.H.No. 283, folio 20).	A3878
(14) Seventh	8.5 acres, more or less, between Shadyside and Churchton. Sold as 8.5 acres, situated at Churchton, w.s. Shadyside Road. (More particularly described in J.H.H.No. 448, folio 325.)	A3879

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1958, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A3846 - Lots 17, 18, 19, 20, Sec. A Imp. G.T.C. 1065-309 as shown on the plat of Sumac Fields, Third Election District and assessed to William J. and Betty Coleman, and sold to the Plaintiff for $500.00, of which sum $339.96 has been paid.

(2) Certificate No. A3850 - Lot 59, one acre, Imp. situated at Odenton, Fourth Election District and assessed to James R. and R. E. Hodges, and sold to the Plaintiff for $500.00, of which $76.72 has been paid.

(3) Certificate No. A3851 - 2.16 acres Blk. 620, situated at Annapolis Neck, Second Election District, and assessed to Mary A. Childs, and sold to the Plaintiff for $300.00, of which sum $126.56 has been paid.

(4) Certificate No. A3854 - Lot 7, 0.172 acre, Blk. 630, situated at Sub-Division of Dorsey property, Second Election District and assessed to John N. Horsey, and sold to the Plaintiff for $30.00, of which sum $26.55 has been paid. Lot lies on southwesternmost side of Dorsey Drive.

(5) Certificate No. A3856 - 1 Lot, Imps, Blk 640, situated at Steinover Farms, Riva, Maryland, Second Election District, and assessed to Samuel W. Mason, and sold to the Plaintiff for $75.00, of which sum $48.55 has been paid.

(6) Certificate No. A3857 - Lots 37 and 38, Blk. 695, J.H.H. 884-134, situated near Conaway, Second Election District and assessed to Green B. and E. O. Palmer, and sold to the Plaintiff for $30.00, of which sum $26.93 has been paid. These lots are shown on a plat entitled "Subdivision of Property for Louis L. Lee".(Plat Book 18, folio 39).

(7) Certificate No. A3861 - 1 Lot, Blk. 4, Weems Creek Bridge, E.S. Best Gate Road, Second Election District, and assessed to Benj. F. and Carrie E. Thomas, and sold to the Plaintiff for $30.00, of which sum $27.92 has been paid. This lot lies on the road from Weems Creek Bridge to Best Gate.

(8) Certificate No. A3867 - 1.134 acres, J.H.H. 337-297, situated at Harmons, Fourth Election District and assessed to Russell M. Matthews, sold to the Plaintiff for $75.00, of which sum $17.14 has been paid.

(9) Certificate No. A3868 - Lots 97 and 98, W.S. of Railroad, situated at Alberta Heights, Fourth Election District, and assessed to Louis and Effie Morris, sold to the Plaintiff for $110.00, of which sum $62.19 has been paid.

(10) Certificate No. A3871 - Lot 72, (30 x 130), situated at Alberta Heights, Simpson Avenue, Fourth Election District and assessed to S. Queen and Mary Rogers. Sold to the Plaintiff for $25.00, of which sum $20.16 has been paid. This property is also Lot No. 72 as shown on a plat entitled "Dunbar Heights Developing Company".

(11) Certificate No. A3872 - Lots 27-28, Blk. M, as shown on the plat of Grande View Park, Fourth Election District, and assessed to Meyer M. Cardin, sold to Plaintiff for $14.16, all of which has been paid.

(12) Certificate No. A3873 - 5.37 acres, more or less, known as Lot No. 10, as shown on a survey made by Thomas H. Disney, Surveyor, on or about March 10, 1911, the westernmost boundary of which borders on the east side of the P.B.& W. Railroad, Fifth Election District, and assessed to Ernest L. Vines and Cynthia Vines, sold to the Plaintiff for $55.00, of which sum $24.52 has been paid. Erroneously described in the Tax Sale as Lots 7-10, part of Lot 11, Patapsco Park.

(13) Certificate No. A3878 - Lots 3, 4, Blk. 435, situated at Selassie Villa, Seventh Election District, and assessed to Alphonso and F. L. Bell, sold to the Plaintiff for $30.00, of which sum $27.14 has been paid.

(14) Certificate No. A3879 - 8.5 acre, Imp. Blk. 405, situated at Churchton W.S. Shadyside Road, Seventh Election District, and assessed to Quinton M. and Rose Dennis, sold to the Plaintiff for $950.00, of which sum $42.73 has been paid. This tract lies between Shadyside and Churchton.

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

sale, October 14, 1958.

It is thereupon this 14th 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of January, 1961, next, warning the said William J. Coleman, Betty Coleman, his wife, Bennett Homes, Inc., Yale Engineering Company, Jordan and Clark Lumber Company, Hecht Bros., Green Dress Shop, Isaac Benesch and Sons, Milton L. Sollod, t/a Henry J. Good Company, Household Finance Corporation, J. & R. Kays, George Lancaster, t/a Lancaster Oil Company, Emma Lawson, J. Fred Hawkins, Allied Building and Credit, Inc., Union Trust Company of Maryland, Associated Dry Goods Corporation t/a Stewart & Company, Joseph R. Hodges and Ruth E. Hodges, his wife, John F. Merletti, County Trust Company of Maryland (Glen Burnie Office), Elizabeth C. Lancaster, also known as Eliza C. Lancaster, Libera Maria Bonsanto Potee, Salvatore Potee, Russell Potee, Charles M. Potee, John R. Potee, Mary Augusta Childs, Provident Trust Company of Philadelphia, John Nelson Horsey, United States of America, Samuel W. Mason and Bertha Mason, his wife, Carroll Hynson, Addel Hynson, T. W. Bleumaneur, Jr., William E. Poulton, Cornelius G. Harrell, Jr., Columbia Federal Savings and Loan Association, Greene B. Palmer and Essie O. Palmer, his wife, Bernard L. Lipman, Joseph T. Owens, also known as Joseph Owings, and also known as Joseph Ownes, Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, Frederick A. Owings, Benjamin F. Thomas, Carrie E. Thomas, his wife, Baltimore Federal Savings and Loan Association, Russell

10

Matthews and Madeline Matthews, his wife, Louis Morris and Effie Morris, his wife, also known as Efiie Morris, Heating Acceptance Corporation, Mary Rogers, Sally Queen, also known as Sally McQueen, Jack W. Jones, Meyer M. Cardin, Ernest L. Vines and Cynthia Vines, his wife, Florence E. Breckenridge, also known as Florence L. Breckenridge, Alfonso Bell and Florence L. Bell, his wife, Quintin M. Dennis also known as Quinton M. Dennis and Rose Dennis, his wife, Ellsworth Gross and Gladys Gross, his wife, Jacob Gross, Thophilus Scott, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 20th day of January, 1960, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

4/1

LIBER 129 PAGE 383

SOUTHERN MUNICIPAL CORPORATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM J. COLEMAN, ET AL	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 14,037

STIPULATION OF PLAINTIFF AND
MARY AUGUSTA CHILDS CREASE

It is agreed between the Plaintiff and the Defendant, Mary Augusta Childs (Crease) that the defendant is entitled to redeem the property described as 2.16 acres, more or less, bordering on Church Creek, Second Election District and that she may redeem the said property as described in Tax Sale Certificate No. A3851, filed in these proceedings, and that the amounts necessary to redeem are as follows:

1. To be paid to County Treasurer of Anne Arundel County:

Amount paid Treasurer by Plaintiff	$126.56	
Interest from Oct. 14, 1958	15.82	
For 1959 Taxes and penalties	59.29	
For 1960 Taxes and penalties	62.10	$263.77

2. To be paid holder of certificate:

For proportionate amount of costs	$ 10.00	
For " " advertising	34.70	
For payment of title examination	25.00	
For payment of attorney fee	100.00	$169.70
Total		$433.47

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff

Mary Augusta Childs Crease
Mary Augusta Childs Crease

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1960 OCT 28 PM 1:39

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LIBER 129 PAGE 389

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
		Equity No. 14,037
WILLIAM J. COLEMAN, et al.,	:	
Defendants	:	
	:	

ORDER OF COURT

Upon the foregoing Stipulation, it is this 28th day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. A-3851, are:

1. To Treasurer of Anne Arundel County:

Amount paid by Plaintiff to Treasurer	$126.56	
Interest from Oct. 14, 1958	15.82	
For 1959 taxes and penalties	59.29	
For 1960 taxes and penalties	62.10	
		$263.77

2. To be paid holder of certificate:

For proportionate amount of costs	$ 10.00	
For proportionate amount of advertising	34.70	
For payment of title examination	25.00	
For payment of attorney fee	100.00	
		169.70
Total		$433.47

Matthew S. Evans
Judge

113

LIBER 129 PAGE 390

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,037
WILLIAM J. COLEMAN, et al.,	:	
Defendants	:	
	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter the above case settled and the property redeemed as to the Respondent, Mary Augusta Childs (Crease), and all persons having or claiming to have any interest in the property described as 2.16 acres, more or less, bordering on Church Creek, Second Election District, Anne Arundel County, Maryland, and which property is described in 1958 Tax Sale Certificate No. A-3851 filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Solicitor
for Southern Municipal Corporation

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LIBER 129 PAGE 391

SOUTHERN MUNICIPAL CORPORATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
VS	:	FOR
WILLIAM J. COLEMAN and BETTY COLEMAN, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
ET AL		
Defendants	:	No. 14,037

ANSWER TO BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

And now comes UNION TRUST COMPANY OF MARYLAND, a body corporate, one of the Defendants in the above entitled matter, by Symone S. Spector, its Attorney and in Answer to the Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above entitled matter, respectfully says:

1. That the allegations set out in Paragraph 1 of the Bill of Complaint to Foreclose Equities of Redemption are not within the knowledge and information of Union Trust Company of Maryland, but the said Company makes no objection thereto.

2. That the allegations set out in Paragraphs 2, 3 and 4 of the Bill of Complaint to Foreclose Equities of Redemption are matters of public record and are therefore conceded. That the allegations set out in Paragraph 4, sub-section (1) sub sub-section (1) of the Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above matter is inconclusive in that there is no reference made to the fact that this judgment recorded in Law Docket 8-8, in favor of Union Trust Company of Maryland under date of October 5, 1955, was subsequently assigned to the United States of America on or about January 11, 1957 and consequently leaves no interest therein in the hands of the Union Trust Company of Maryland who has been named as a Defendant in these proceedings; that answering the remainder of the allegations contained in the said

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aforementioned Paragraph 4 of the said Bill of Complaint, your Respondent says that they are not within the information of your Respondent, but that your Respondent makes no objection thereto.

3. That answering the allegations set out in Paragraphs 5, 6 and 7 of the aforementioned Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above matter, your Respondent says that these are matters of public record or are matters not within the knowledge and information of the Union Trust Company of Maryland and that the said company makes no objection thereto.

4. In further answering the Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above entitled matter, the Union Trust Company of Maryland respectfully states to this Honorable Court that it has been erroneously joined as a Defendant in these proceedings and respectfully prays this Honorable Court to order a dismissal of these proceedings as against Union Trust Company of Maryland with its reasonable costs.

AND AS IN DUTY BOUND, ETC.

Symone S. Spector
Attorney for Defendant, Union
Trust Company of Maryland
244 Equitable Building
Baltimore 2 Maryland
Sa. 7-6020

I hereby certify that a copy of the within Answer was this 2nd day of November, 1960, mailed to C. Maurice Weidemeyer, Esquire, 236 Main Street, Annapolis, Maryland, of counsel for Plaintiff.

Symone S. Spector
Attorney for Defendant, Union
Trust Company of Maryland

46

al:rkb
11/2/60

LIBER 129 PAGE 393

SOUTHERN MUNICIPAL CORPORATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
VS	:	FOR
WILLIAM J. COLEMAN and BETTY COLEMAN, his wife	:	ANNE ARUNDEL COUNTY
ET AL	:	IN EQUITY
Defendants	:	No. 14,037

ANSWER TO BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

And now comes BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, one of the Defendants in the above entitled matter, by Symone S. Spector, its Attorney and in Answer to the Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above entitled matter, respectfully says:

1. That the allegations set out in Paragraph 1 of the Bill of Complaint to Foreclose Equities of Redemption are not within the knowledge and information of Baltimre Federal Savings and Loan Association, but the said Company makes no objection thereto.

2. That the allegations set out in Paragraphs 2, 3 and 4 of the Bill of Complaint to Foreclose Equities of Redemption are matters of public record and are therefore conceded. That the allegations set out in Paragraph 4, sub-section (7) of the Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above matter is inconclusive in that there is no reference made to the fact that this judgment recorded in Law No. 8007 in favor of Baltimore Federal Savings and Loan Association under date of Sept. 25, 1956 was subsequently assigned to Baltimore Standard Heating, Inc. on or about March 28, 1957 and thereafter assigned to Symone S. Spector on or about March 3, 1959, and consequently leaves no interest therein in the hands of the Baltimore Federal Savings and Loan Association who has been named as a Defendant in these proceedings; that answering the remainder of the allegations

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1960 NOV -3 AM 11:51

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contained in the aforementioned Paragraph 4 of the said Bill of Complaint, your Respondent says that they are not within the information of your Respondent, but that your Respondent makes no objection thereto.

3. That answering the allegations set out in Paragraphs 5, 6 and 7 of the aforementioned Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above matter, your Respondent says that these are matters of public record or are matters not within the knowledge and information of the Baltimore Federal Savings and Loan Association and that the said company makes no objection thereto.

4. In further answering the Bill of Complaint to Foreclose Equities of Redemption heretofore filed in the above entitled matter, the Baltimore Federal Savings and Loan Association respectfully states to this Honorable Court that it has been erroneously joined as a Defendant in these proceedings and respectfully prays this Honorable Court to order a dismissal of these proceedings as against Baltimore Federal Savings and Loan Association with its reasonable costs.

AND AS IN DUTY BOUND, ETC.

Symone S. Spector
Attorney for Defendant, Baltimore
Federal Savings and Loan Assn.
244 Equitable Building
Baltimore 2 Maryland
Sa. 7-6020

I hereby certify that a copy of the within Answer was this 2nd day of November, 1960, mailed to C. Maurice Weidemeyer, Esquire, 236 Main Street, Annapolis, Maryland, of counsel for Plaintiff.

Symone S. Spector
Attorney for Defendant, Baltimore
Federal Savings and Loan Assn.

OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 395

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 19__

We hereby certify, that the annexed

Order of Publication

Eq. 14,037. Property

Southern Municipal Corporation vs

William J. Coleman, 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 20th day of January, 1961. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV 15 [illegible] By H. Tilghman

devisees, allenees and assignees
LIBERA MARIA BONSANTO POTEE, Vico del Gargano, Foggia, Italy
SALVATORE POTEE
Vico del Gargano, Foggia, Italy
RUSSELL POTEE
1 South Kuethe Road, Glen Burnie, Maryland
CHARLES M. POTEE
Odenton, Maryland
JOHN R. POTEE
Odenton, Maryland
MARY AGUSTA CHILDS, 6224 McCullum Street, Philadelphia, Pennsylvania
PROVIDENT TRUST COMPANY OF PHILADELPHIA, Mortgagee, Philadelphia, Pennsylvania
JOHN NELSON HORSEY
609 Pittsburgh Avenue, Baltimore, 2, Maryland
UNITED STATES OF AMERICA
Judgment Creditor
SAMUEL W. MASON and
BERTHA MASON, his wife, Route 1, Box 10B, Annapolis, Maryland
CARROLL HYNSON, Mortgogee,
ADDEL HYNSON, 62 Calvert St. Annapolis, Maryland
T. W. BLEUMANEUR, JR.
WILLIAM E. POULTON
CORNELIUS G. HARRELL, Jr., Trustees, Addresses Unknown
COLUMBIA FEDERAL SAVINGS AND LOAN ASSOCIATION, Judgment Creditor, Prince George's County, Maryland
GREENE B. PALMER and
ESSIE O. PALMER, his wife, Cheltenham School for Boys, Prince George's County, Maryland
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JOSEPH T. OWENS, also known as JOSEPH OWINGS, and also known as JOSEPH OWNES, Address unknown
MARGARET G. OWINGS
CHARLES G. OWINGS
FLORENCE B. OWINGS
REBECCA L. JONES
MARY D. OWINGS
EVERETT N. OWINGS
FREDERICK A. OWINGS
Alleged heirs of Joseph Owings, Addresses unknown
BENJAMIN F. THOMAS
CARRIE E. THOMAS, his wife 113 Revell Street, Annapolis, Maryland
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION Baltimore, Maryland
RUSSELL MATTHEWS and
MADELINE MATTHEWS, his wife, Harmans, Maryland
LOUIS MORRIS and
EFFIE MORRIS, his wife, also known as EFIIE MORRIS, 243 Druid Hill Avenue, Baltimore, Maryland
HEATING ACCEPTANCE CORPORATION, Assignee, Michigan
MARY ROGERS
SALLY QUEEN, also known as SALLY McQUEEN 325 West Preston Street, Baltimore, Maryland
JACK W. JONES, Mortgagee, Address unknown
MEYER M. CARDIN
233 Equitable Building, Baltimore, 2, Maryland
ERNEST L. VINES and
CYNTHIA VINES, his wife, 45 Grant Street, Portsmouth, Virginia
FLORENCE E. BRECKENRIDGE, also known as
FLORENCE L. BRECKENRIDGE, Address unknown
ALFONSO BELL and
FLORENCE L. BELL, his wife, 433 - 3rd Street, S. W., Washington, Dec.

as shown on a survey made by Thomas H. Disney, Surveyor, on or about March 10, 1911, the westernmost boundary of which borders on the east side of the P.B. & W. Railroad. Erroneously described in tax sale as Lots 7-10, part of Lot 11, Patapsco Park. (More particularly described in J.H.H. No. 368, folio 8). Certificate No. A3873.

(13) Seventh District — Lot Nos. 3 and 4, as shown on a plat entitled "Selassie Villa". (Plat Book 17, folio 44). (More particularly described in J.H.H. No. 283, folit 20). Certificate No. A3878

(14) Seventh — 8.5 acres, more or less, between Shady Side and Churchton. Sold as 8.5 acres, situated at Churchton, w.s. Shady Side Road. (More particularly described in J.H.H. No. 448, folio 325.) Certificate No. A3879

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1958, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A3846 — Lots 17, 18, 19, 20, Sec. A Imp. G.T.C. 1065-309 as shown on the plat of Sumac Fields, Third Election District and assessed to William J. and Betty Coleman, and sold to the Plaintiff for $500.00, of which sum $339.96 has been paid.

(2) Certificate No. A3850 — Lot 59, one acre, Imp. situated at Odenton, Fourth Election District and assessed to James R. and R. E. Hodges, and sold to the Plaintiff for $500.00, of which $76.72 has been paid.

(3) Certificate No. A3851 — 2.16 acres Blk. 620, situated at Annapolis Neck, Second Election District, and assessed to Mary A. Childs, and sold to the Plaintiff for $300.00, of which sum $126.56 has been paid.

(4) Certificate No. A3854 — Lot 7, 0.172 acre, Blk. 630, situated at Sub-Division of Dorsey property, Second Election District and assessed to John N. Horsey, and sold to the Plaintiff for $30.00, of which sum $26.55 has been paid. Lot lies on southwesternmost side of Dorsey Drive.

(5) Certificate No. A3856 — 1 Lot, Imps, Blk 640, situated at Stelnover Farms, Riva, Maryland, Second Election District, and assessed to Samuel W. Mason, and sold to the Plaintiff for $75.00, of which sum $48.55 has been paid.

(6) Certificate No. A3857 — Lots 37 and 38, Blk. 695, J.H.H. 884-134, situated near Conaway, Second Election District and assessed to Green B. and E. O. Palmer, and sold to the Plaintiff for $30.00, of which sum $26.93 has been paid. These lots are shown on a plat entitled "Sub-division of Property for Louis L. Lee". (Plat Book 18, folio 39).

(7) Certificate No. A3861 — 1 Lot, Blk. 4, Weems Creek Bridge, Good Company, Household Finance Corporation, J. & R. Kays, George Lancaster, t-a Lancaster Oil Company, Emma Lawson, J. Fred Hawkins, Allied Building and Credit, Inc., Union Trust Company of Maryland, Associated Dry Goods Corporation t-a Stewart & Company, Joseph R. Hodges and Ruth E. Hodges, his wife, John F. Merletti, County Trust Company of Maryland (Glen Burnie Office), Elizabeth C. Lancaster, also known as Eliza C. Lancaster, Libera Maria Bonsanto Potee, Salvatore Potee, Russell Potee, Charles M. Potee, John R. Potee, Mary Augusta Childs, Provident Trust Company of Philadelphia, John Nelson Horsey, United States of America, Samuel W. Mason and Bertha Mason, his wife, Carroll Hynson, Addel Hynson, T. W. Bleumaneur, Jr., William E. Poulton, Cornelius G. Harrell, Jr., Columbia Federal Savings and Loan Association, Greene B. Palmer and Essie P. Palmer, his wife, Bernard L. Lipman, Joseph T. Owens, also known as Joseph Owings, and also known as Joseph Ownes, Margaret G. Owings, Charles C. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, Frederick A. Owings, Benjamin F. Thomas, Carrie E. Thomas, his wife, Baltimore Federal Savings and Loan Association, Russell Matthews and Madeline Matthews, his wife, Louis Morris and Effie Morris, his wife, also known as Efiie Morris, Heating Acceptance Corporation, Mary Rogers, Sally Queen, also known as Sally McQueen, Jack W. Jones, Meyer M. Cardin, Ernest L. Vines and Cynthia Vines, his wife, Florence E. Breckenridge, also known as Florence L. Breckenridge, Alfonso Bell and Florence L. Bell, his wife, Quintin M. Dennis also known as Quinton M. Dennis and Rose Dennis, his wife, Ellsworth Gross and Gladys Gross, his wife, Jacob Gross, Thophilus Scott, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 20th day of January, 1961, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-10

C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In Equity

Equity No. 14,037

SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware, 236 Main Street, Annapolis, Maryland
Plaintiff

versus

WILLIAM J. COLEMAN
BETTY COLEMAN, his wife, Marley Station Road, Glen Burnie, Maryland
BENNETT HOMES, INC., a body corporate, Mortgage, 4900 Reisterstown Road, Baltimore, Maryland
JORDAN and CLARK LUMBER COMPANY, Judgment Creditor, Care of Jordan V. Lumber Co., Inc., 1101 Old Annapolis Road, N.E., Glen Burnie, Maryland
HECHT BROS., Judgment Creditor, Baltimore, Maryland
GREEN DRESS SHOP, Judgment Creditor, Baltimore, Maryland
ISAAC BENESCH and SONS Judgment Creditor, Baltimore, Maryland.
MILTON L. SOLLOD, Judgment Creditor, t/a Henry J. Good Company, 1245 Light Street, Baltimore, Maryland.
HOUSEHOLD FINANCE CORPORATION, Judgment Creditor, Glen Burnie, Maryland
J. & R. KAYS
Judgment Creditor, Address Unknown
GEORGE LANCASTER, Judgment Creditor, t-a Lancaster Oil Company, 1616 S. Hanover Street, Baltimore, Maryland
EMMA LAWSON
Judgment Creditor, Box 340, Glen Burnie, Maryland
J. FRED HAWKINS
Judgment Creditor, 1011 North Charles St., Baltimore, Maryland
ALLIED BUILDING and CREDIT, INC., Judgment Creditor, 1114 Mondawmin Concourse, Baltimore, Maryland
UNION TRUST COMPANY OF MARYLAND, Judgment Creditor, Address unknown
ASSOCIATED DRY GOODS CORPORATION, Judgment Creditor, t-a Stewart & Company, Baltimore, Maryland
JOSEPH R. HODGES and
RUTH E. HODGES, his wife, Last known address, Odenton, Maryland
JOHN F. MERLETTI, Assignee of a First Mortgage, 268 N. Conkling St., Baltimore, Maryland
COUNTRY TRUST COMPANY OF MARYLAND, (Glen Burnie Office), Assignee of a Second Mortgage, Crain Highway, Glen Burnie, Maryland
ELIZABETH C. LANCASTER, also known as Eliza C. Lancaster, if alive, Last known address, Odenton, Maryland, and if not alive, her unknown heirs,
QUINTIN M. DENNIS also known as QUINTON M. DENNIS and ROSE DENNIS, his Wife, Churchton, Maryland.
ELLSWORTH GROSS and
GLADYS GROSS, his wife, Address unknown
JACOB GROSS
THOPHILUS SCOTT, Mortgagees, Addresses unknown
AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland to wit:

(1) Third District — Description —Lots 17, 18, 19, 20, Sec. A. Imp. as shown on a plat of Sumac Fields. (Plat Book 18, folio 18) (More particularly described in G.T.C. No. 1065, folio 309) Certificate No., A3846

(2) Fourth District — Lot 59, one acre. Imp. situated at Odenton, (See plat in S.H. No. 34, folio 604). (More particularly described in J.H.H. No. 472, folio 471) Certificate No. A3850

(3) Second District — 2.16 acres bordering on Church Creek. (More particularly described in J.H.H. No. 619, folio 174). Certificate No. A3851

(4) Second District—Lot approximately 50 ft. x 150 ft. fronting on southwesternmost side of Dorsey Drive. (More particularly described in J.H.H. No. 695, folio 196). Certificate No. A3854

(5) Second District — Five tenths of an acre, more or less, and improvements, on the east side of a 15 ft. R-W, leading from the County Road running from the Defense Highway to Riva. (More particularly described in J.H.H. No. 424, folio 198). Certificate No. A3856.

(6) Second District — Lots Nos. 37 and 38 as shown on a plat entitled "Subdivision of Property for Louis L. Lee" (Plat Book 18, folio 39). (More Particularly described in J. H. H. No. 884, folio 134). Certificate No. A3857

(7) Second District — Lot approximately 60 ft. x 139 ft.. fronting on the Road from Weems Creek Bridge to Best Gate. (More particularly described in J.H.H. No. 401, folio 386. Certificate No. A3861

(8) Fourth District — 1.134 Acres. more or less, located at Harmans. (More particularly described in J.H.H. No. 337, folio 297, saving and excepting therefrom by deeds J.H.H. No. 992, folio 211, and J.H.H. No. 934, folio 465). Certificate No. A3867.

(9) Fourth District——Lot Nos. 97 and 98 as shown on a plat entitled "Plat of Alberta Heights". (Plat Book 18, folio 34). (More particularly described in J.H.H. No. 648, folio 35). Certificate No. A3868

(10) Fourth District — Lot No. 72, as shown on a plat entitled "Dunbar Heights Developing Company". (Plat Book 1, folio 50). (More particularly described in J.H.H. No. 505, folio 329). (Described in tax sale as Lot 72, Alberta Heights). Certificate No. A3871

(11) Fourth District — Lot Nos. 27 and 28, Block M, as shown on a plat entitled "Grande View Park". (Plat Book 3, folio 24). Certificate A3872

(12) Fifth District — 5.37 acres, more or less, known as lot No. 10, E. S. Best, Gate Road, Second Election District, and assessed to Benj. F. and Carrie E. Thomas, and sold to the Plaintiff for $30.00, of which sum $27.92 has been paid. This, lot, lies on the road from Weems Creek Bridge to Best Gate.

(8) Certificate No. A-3867 — 1.134 acres, J.H.H. 337-297, situated at Harmons, Fourth Election District and assessed to Russell M. Matthews, sold to the Plaintiff for $75.00, of which sum $17.14 has been paid.

(9) Certificate No. A3868 —Lots 97 and 98, W.S. of Railroad, situated at Alberta Heights, Fourth Election District, and assessed to Louis and Effie Morris, sold to the Plaintiff for $110.00, of which sum $62.19 has been paid.

(10) Certificate No. A3871 — Lot 72; (30 x 130), situated at Alberta Heights, Simpson Avenue, Fourth Election District and assessed to S. Queen and Mary Rogers. Sold to the Plaintiff for $25.00, of which sum $20.16 has been paid. This property is also Lot No. 72 as shown on a plat entitled "Dunbar Heights Developing Company".

(11) Certificate No. A3872—Lots 27-28, Blk. M, as shown on the plat of Grande View Park, Fourth Election District, and assessed to Meyer M. Cardin, sold to Plaintiff for $14.16, all of which has been paid.

(12) Certificate No. A3873 — 5.37 acres, more or less, known as Lot No. 10, as shown on a survey made by Thomas H. Disney, Surveyor, on or about March 10, 1911, the westernmost boundary of which borders on the east side of the P.B.&W. Railroad, Fifth Election District, and assessed to Ernest L. Vines and Cynthia Vines, sold to the Plaintiff for $55.00, of which sum $24.52 has been paid. Erroneously described in the Tax Sale as Lots 7-10, part of Lot 11, Patapsco Park.

(13) Certificate No. A3878—Lots 3, 4. Blk. 435, situated at Selassie Villa, Seventh Election District, and assessed to Alphonso and F. L. Bell, sold to the Plaintiff for $30.00, of which sum $27.14 has been paid.

(14) Certificate No. A3879 — 8.5 acre, Imp. Blk. 405, situated at Churchton W.S. Shady Side Road, Seventh Election District, and assessed to Quinton M. and Rose Dennis, sold to the Plaintiff for $950.00, of which sum $42.73 has been paid. This tract lies between Shady Side and Churchton.

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

It is thereupon this 14th 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of January, 1961, next, warning the said William J. Coleman, Betty Coleman, his wife, Bennett Homes, Inc., Yale Engineering Company, Jordan and Clark Lumber Company, Hecht Bros., Green Dress Shop, Isaac Benesch and Sons, Milton L. Sollod, t-a Henry J.

LIBER 129 PAGE 348

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM J. COLEMAN, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,037, EQUITY
	:	

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, Louis Morris and Effie Morris, his wife, may redeem the property described in Tax Sale Certificate No. A3868:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	7.03	
For 1958 Taxes, Int. & Adv.	56.16	
For 1959 Taxes, Interest	48.72	
For 1960 Taxes and Interest	49.88	
Interest to Purchaser	8.08	169.87
Clerk of Court, proportionate share costs		10.00
Proportionate share of advertising		31.63
Title Examination and Attorney's Fee		75.00
		$286.50

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

Nicholas J. Fotos
Attorney for Defendants

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

50

FILED
1960 DEC 28 AM 10:17

LIBER 129 PAGE 309

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 28th day of December, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. A3868 are:

To be paid to the County Treasurer of Anne Arundel County for 1957 Taxes, interest and costs	7.03	
For 1958 Taxes, Int. & Adv.	56.16	
For 1959 Taxes, Interest	48.72	
For 1960 Taxes and Interest	49.88	
Interest to Purchaser	8.08	169.87
Clerk of Court, proportionate share costs		10.00
Proportionate share of advertising		31.63
Title Examination and Attorney's Fee		75.00
		$286.50

Matthew A. Foos
Judge

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-8501

FILED
1960 DEC 28 PM 3:45

51

LIBER 129 PAGE 401

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM J. COLEMAN, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,037, EQUITY
	:	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, Louis Morris and Effie Morris, his wife, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. A3868 filed in these proceedings.

C. Maurice Weidemeyer
Attorney for Plaintiff

NICHOLAS J. FOTOS
ATTORNEY AT LAW
THE HAYS BUILDING
15 SCHOOL STREET
ANNAPOLIS, MARYLAND
TELEPHONE CO 8-5501

52

FILED
1960 DEC 29 AM 11:30

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware, 236 Main Street Annapolis, Maryland,	:	IN EQUITY EQUITY NO. 14,037
PLAINTIFF	:	
vs.	:	
ERNEST L. VINES and CYNTHIA VINES, his wife 45 Grant Street Portsmouth, Virginia	:	
DEFENDANT	:	

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

ANSWER TO BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ernest L. Vines and Cynthia Vines, his wife, for Answer to the Bill of Complaint heretofore exhibited against them say:

1. That they neither admit nor deny the allegations contained in Paragraphs 1 through 4 of the said Bill of Complaint for the reason that they are without information with respect to any of the allegations except for sub-paragraph (12) of paragraph 4.

2. That they admit the allegations contained in sub-paragraph (12) of paragraph 4 of the said Bill of Complaint.

3. That the Respondents, Ernest L. Vines and Cynthia Vines, his wife, for answer to Paragraph 5, aver that they intend to redeem their real estate, the subject of this proceeding.

4. That the respondents for answer to paragraphs 6 and 7 of the said Bill of Complaint, neither admit nor deny the allegations contained therein because they are without sufficient infomation.

FILED

1971 JAN 12 AM 10:04

53

WHEREFORE, your Respondents pray that the said Bill of Complaint be dismissed with respect to them for the reason that they propose to redeem their land within the time prescribed by law.

AND AS IN DUTY BOUND, ETC.

Ernest L. Vines
ERNEST L. VINES

Cynthia Vines
Cynthia Vines

Respondents

William H. Murphy
WILLIAM H. MURPHY
Attorney for Respondents
12 E. Pleasant Street
Baltimore 2, Maryland
Mu. 5-5688

I HEREBY CERTIFY that on this 11th day of Jan., 1961, a copy of the aforegoing Answer to Bill of Complaint To Foredose Equities of Redemption was mailed to C. Maurice Weidemeyer, Esq., 236 Main Street, Annapolis, Maryland, Attorney for Plaintiff.

William H. Murphy
William H. Murphy

54

LIBER 129 PAGE 411

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland, Plaintiff	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 14,037
vs.	:	
RUSSELL POTEE 1 S. Kuethe Road Glen Burnie, Maryland	:	
	:	

ANSWER AND DISCLAIMER OF RUSSELL POTEE, ONE OF THE DEFENDANTS HEREIN

For Answer to the Bill of Complaint filed herein, Russell Potee, one of the Defendants herein, says:

1. That he is one of the defendants named herein in connection with Tax Sale Certificate No. A-3850, covering"Lot 59, one acre, Imp. situated at Odenton, Fourth Election District, and assessed to James R. and R. E. Hodges".

2. That this Defendant disclaims all further interest in said property and does not desire to make any contention herein.

Russell Potee

Witness:

Alec Isaacson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared RUSSELL POTEE, and he acknowledged the foregoing Answer and Disclaimer to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Jerome Frank
Notary Public

FILED
1961 JAN 18 A. 11:31

55

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 129 PAGE 404

SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware, 236 Main Street Annapolis, Maryland PLAINTIFF Vs. ERNEST L. VINES and CYNTHIA VINES, his wife 45 Grant Street Portsmouth, Virginia Defendant	:	IN EQUITY EQUITY NO. 14,037

: :

S T I P U L A T I O N

IT IS HEREBY stipulated and agreed between the Plaintiff, Southern Municipal Corporation, and Defendants, Ernest L. Vines and Cynthia Vines, his wife, that the said defendants are entitled to redeem the property described as Lot 7 - 10, Part of Lot 11, situated in the Fifth Election District of Anne Arundel County and that they may redeem the said property as described in tax sale certificate A 3873 filed in these proceedings and that the amounts necessary to be paid are as follows:

1. To be paid to the County Treasurer of Anne Arundel County:

Amount paid by Plaintiff	$ 24.52
Interest thereon - 6% from 1/14/58	4.41
1959 Taxes and Penalty	5.83
1960 " " "	6.11
1961 " " "	5.83
Total to Treasurer	$ 46.70

FILED
1961 FEB -1 PM 12:17

56

LIBER 129 PAGE 405

2. To be paid to holder of certificate for:

Proper amount of Cost	$ 15.00
Proper amount of advertising	31.53
Title Examination	25.00
Attorney's Fee	75.00
Total	$146.53

C. Maurice Weidmeyer
Attorney for Plaintiff
236 Main Street
Annapolis, Maryland

William H. Murphy
Attorney for Defendants
12 E. Pleasant Street
Baltimore 2, Maryland

FILED
1951 FEB -1 PM 12:17

O R D E R

Upon the aforegoing Stipulation it is this 2nd day of ~~January~~ February, 1961, by the Circuit Court of Anne Arundel County in Equity ORDERED that the amounts necessary to redeem tax sale certificate No. A 3873 are :

To be paid to the ~~County~~ Treasurer of Anne Arundel County	$ 46.70
To be paid to holder of Certificate	146.53
TOTAL	$193.23

Wallace L. Crane
JUDGE

FILED

1961 FEB -3 AM 10:38

58

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION :
A BODY CORPORATE OF THE STATE
OF DELAWARE :
236 Main Street IN EQUITY
Annapolis, Maryland :
EQUITY NO. 14,037
PLAINTIFF :

vs. :

ERNEST L. VINES and :
CYNTHIA VINES, his wife
45 Grant Street :
Portsmouth, Virginia
:
DEFENDANT

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

ORDER OF SATISFACTION

MR. CLERK:

Please enter the property known as Lot 7 - 10, part of Lot 11, Patterson Park, Fifth Election District and assessed to Ernest L. Vines and Cynthia Vines, as covered by tax sales certificates # A 3873 redeemed and dismissed from these proceedings:

C. Maurice Weidmeyer

C. Maurice Weidmeyer
Attorney for Plaintiff
236 Main Street
Annapolis, Maryland

FILED

1951 FEB -3 M 10:30

LIBER 129 PAGE 408

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	IN EQUITY
vs.	:	EQUITY NO. 14,037
BETTY COLEMAN, et al.,	:	
Defendants	:	
	:	

ANSWER AND DISCLAIMER OF BETTY COLEMAN, DEFENDANT

For answer to the bill of complaint filed herein, Betty Coleman, Defendant, says as follows:

1. That she has received and is acquainted with the allegations of the bill of complaint.

2. That her husband, William J. Coleman, has been deceased for several years, and that she is now widowed and unmarried.

3. That she is unable to and does not desire to redeem the property known as Lots 17, 18, 19, 20, Section A, and improvements as shown on the Plat of Sumac Fields, Third Election District, and which was sold for under Tax Sale Certificate No. A-3846 filed in these proceedings, and therefore disclaims any further right or interest in said property.

Betty Coleman
Betty Coleman

STATEOF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

Betty Coleman, being first duly sworn and on oath deposes and says that she has read the foregoing answer and disclaimer by her subscribed and verily believes the same to be true.

Betty Coleman
Betty Coleman

AS WITNESS my hand and Notarial Seal, this 13th day of February, 1961.

Mary Harrison
Notary Public

FILED
1961 FEB 14 AM 11:22

60

SOUTHERN MUNICIPAL CORPORATION a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
BETTY COLEMAN, et al., Defendants	:	EQUITY NO. 14,037

LIBER 129 PAGE 409

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. Maurice Weidemeyer, President of Southern Municipal Corporation, Plaintiff herein, and made oath in due form of law that:

1. He has made inquiry concerning all of the defendants herein and from such inquiry is advised and believes and therefore avers that the defendants William J. Coleman, Charles M. Potee and William E. Poulton are deceased, and therefore not in the military service; that the defendants Betty Coleman, Russell Potee, Carroll Hynson, Addel Hynson, T. W. Bleumaneur, Jr., Cornelius G. Harrell, Jr., Russell Matthews, Madeline Matthews, Meyer M. Cardin, Quintin M. Dennis (also known as Quinton M. Dennis) and Rose Dennis are not in the military service; and that as to the other defendants, he has no information that any of them are in the military service, and therefore avers that none of the defendants are in the military service.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 15th day of March, 1961.

Mary Harrison

Mary Harrison - Notary Public

FILED

1961 MAR 16 AM 9:10

61

LIBER 129 PAGE 410

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	EQUITY NO. 14,037
BETTY COLEMAN, et al., Defendants	:	

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants Liberia Maria Bonsanto Potee, Salvatore Potee, Alfonso Bell and Florence L. Bell, as evidenced by the receipts for said letters filed herewith or the envelopes of returned letters filedherewith, and made a part thereof.

That the said certified letter addressed to Alfonso Bell and Florence L. Bell was returned marked "House Torn Down".

That the said certified letters addressed to Liberia Maria Bonsanto Potee and Salvatore Potee were received by them as indicated by the receipts for said letters filed herewith.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 15th day of March, 1961.

Mary Harrison

Mary Harrison - Notary Public

FILED

1961 MAR 16 AM 9:10

62

SOUTHERN MUNICIPAL CORPORATION
236 MAIN STREET
ANNAPOLIS, MARYLAND

RETURNED TO SENDER

From Washington, D.C.
RETURN RECEIPT REQUESTED

CERTIFIED
No. 984638
MAIL

CERTIFIED MAIL - RETURN RECEIPT
REQUESTED

Alfonso Bell and
Florence L. Bell
433-3rd Street, S.W.
Washington, D.C.

24695

LIBER 129 PAGE 411

(To be filled out by the office of origin)
(A remplir par le bureau d'origine)

Registered article. (1)
Envoi recommandé Letter
Parcel insured for
Colis avec valeur déclarée de $
Mailed at the post office of
Déposé au bureau de poste d Annapolis Md
on 10-28-60 19 under No. 8098
le sous le No.
Alfonso Bell
(Name or firm)
(Nom ou raison sociale)
Vice del Sargento
(Street and number)
(Rue et numéro)
Toscana Italy
(Place of destination)
(Lieu de destination)
(Pays de destination)
Postmark of the office of destination
Timbre du bureau destinataire

The undersigned declares that the article mentioned above was duly delivered
Le soussigné déclare que l'envoi mentionné ci-dessus a été dûment livré
on Nov 21-11 19 60
le
Signature of the addressee
Signature du destinataire: Bonvanto Giuseppe
Signature of the agent of the office of destination.
Signature de l'agent du bureau destinataire:

(To be completed at destination)
A compléter à destination

Cross out what does not apply. Biffer ce qui ne convient pas.
Indicate in the parenthesis the nature of the article (letter, post card, prior, etc.), if called for.
Indiquer dans la parenthèse la nature de l'envoi (lettre, carte postale, imprimé, etc.) s'il y a lieu.
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and returned by the first mail directly to the sender. Ces avis doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le comportent, par l'agent du bureau destinataire, et renvoyé par le premier courrier directement à l'expéditeur.

☆ GPO: 1959—O—490250

(To be filled out by the office of origin)
(A remplir par le bureau d'origine)

Registered article. (1)
Envoi recommandé Letter
Parcel insured for
Colis avec valeur déclarée de $
Mailed at the post office of
Déposé au bureau de poste d Annapolis Md
on 10-28-60 19 under No. 8099
le sous le No.
Alfonso Bell
(Name or firm)
(Nom ou raison sociale)
Vice del Sargento
(Street and number)
(Rue et numéro)
Toscana Italy
(Place of destination)
(Lieu de destination)
(Pays de destination)
Postmark of the office of destination
Timbre du bureau destinataire

The undersigned declares that the article mentioned above was duly delivered
Le soussigné déclare que l'envoi mentionné ci-dessus a été dûment livré
on Nov 21-11 19 60
le
Signature of the addressee
Signature du destinataire: Bonvanto Giuseppe
Signature of the agent of the office of destination.
Signature de l'agent du bureau destinataire:

(To be completed at destination)
A compléter à destination

Cross out what does not apply. Biffer ce qui ne convient pas.
Indicate in the parenthesis the nature of the article (letter, post card, prior, etc.), if called for.
Indiquer dans la parenthèse la nature de l'envoi (lettre, carte postale, imprimé, etc.) s'il y a lieu.
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and returned by the first mail directly to the sender. Ces avis doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le comportent, par l'agent du bureau destinataire, et renvoyé par le premier courrier directement à l'expéditeur.

☆ GPO: 1959—O—490250

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
vs.	:	No. 14, 037
WILLIAM J. COLEMAN, et al.,	:	
Defendants	:	
	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order, against all the defendants named herein and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendants and sold to Plaintiff on the 14th day of October, 1958, for non-payment of taxes due for the years 1957 and 1956.

And it further appearing that the defendants Betty Coleman, Union Trust Company of Maryland, Russell Potee, and Baltimore Federal Savings and Loan Association have filed an answer herein disclaiming any interest in the property herein.

And it further appearing that subpoenas issued out of this court directed to the Defendants Jordan and Clark Lumber Company, Isaac Benesch and Sons, Milton L. Sollod, t/a Henry J. Good Company, Household Finance Corporation, Allied Building and Credit, Inc., Associated Dry Goods Corporation, John F. Merletti, County Trust Company of Maryland, John Nelson Horsey, United States of America, Carroll Hynson and Addel Hynson, his wife, Meyer M.

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Cardin, Quintin M. Dennis also known as Quinton M. Dennis, and Rose D Dennis, his wife, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Yale Engineering Company, Hecht Bros., Green Dress Shop, George Lancaster, t/a Lancaster Oil Company, Emma Lawson, J. Fred Hawkins, Joseph R. Hodges and Ruth E. Hodges, his wife, Elizabeth C. Lancaster, also known as Eliza C. Lancaster, John R. Potee, Samuel W. Mason and Bertha Mason, his wife, Greene B. Palmer and Essie O. Palmer, his wife, Benjamin F. Thomas and Carrie E. Thomas, his wife, Russell Matthews and Madeline Matthews, his wife, Mary Rogers, Sally Queen, also known as Sally McQueen, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants William J. Coleman and Charles M. Potee, have been returned once "non est" and once "mortius est".

And it further appearing that the Defendants Liberia Maria Bonsanto Potee, Salvatore Potee, Alfonso Bell and Florence L. Bell, his wife, and Columbia Federal Savings and Loan Association, being non-residents, have been duly served by publication.

And it further appearing that the Defendants Bennett Homes, Inc., J. & R. Kays, T. W. Bleumaneur, Jr., William E. Poulton, Cornelius G. Harrell, Jr., Bernard L. Lipman, Joseph T. Owens, also known as Joseph Owings, also known as Joseph Ownes, Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, Frederick A. Owings,

Jack W. Jones, Ellsworth Gross, Gladys Gross, Jacob Gross and Thophilus Scott, their addresses being unknown, have been duly served by publication.

And it further appearing that all the aforesaid defendants, except as otherwise noted above, have failed to enter their appearance herein in person or by solicitor, and have failed to file an answer to the bill of complaint, and the time within which said defendants could so appear and file an answer having now expired, it is, thereupon, this 16th day of March, 1961, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the bill of complaint be and the same is hereby taken pro confesso against the said defendants and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants and described on the books of the County Treasurer, and sold to the Plaintiff on the 14th day of October, 1958.

Matthew S. Byrne
Judge

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
		Equity No. 14,037
WILLIAM J. COLEMAN, et al.,	:	
Defendants	:	
	:	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants Betty Coleman, Union Trust Company of Maryland, Russell Potee, and Baltimore Federal Savings and Loan Association have filed an answer herein disclaiming any interest in the property herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Jordan and Clark Lumber Company, Isaac Benesch and Sons, Milton L. Sollod, t/a Henry J. Good Company, Household Finance Corporation, Allied Building and Credit, Inc., Associated Dry Goods Corporation, John F. Merletti, County Trust Company of Maryland, John Nelson Horsey, United States of America, Carroll Hynson and Addel Hynson, his wife, Meyer M. Cardin, Quintin M. Dennis also known as Quinton M. Dennis, and Rose I. Dennis, his wife, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Yale Engineering Company, Hecht Bros., Green Dress Shop, George Lancaster, t/a Lancaster Oil Company, Emma Lawson, J. Fred Hawkins, Joseph R. Hodges and Ruth E. Hodges, his wife, Elizabeth C. Lancaster, also known as Eliza C. Lancaster, John R. Potee, Samuel W. Mason and Bertha Mason, his

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wife, Greene B. Palmer and Essie O. Palmer, his wife, Benajmin F. Thomas and Carrie E. Thomas, his wife, Russell Matthews and Madeline Matthews, his wife, Mary Rogers, Sally Queen, also known as Sally McQueen, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants William J. Coleman and Charles M. Potee have been returned once "non est" and once "mortius est".

And it further appearing that the Defendants Liberia Maria Bonsanto Potee, Salvatore Potee, Alfonso Bell and Florence L. Bell, his wife, and Columbia Federal Savings and Loan Association, being non-residents, have been duly served by publication.

And it further appearing that the Defendants Bennett Homes, Inc., J. & R. Kays, T. W. Bleumaneur, Jr., William E. Poulton, Cornelius G. Harrell, Jr., Bernard L. Lipman, Joseph T. Owens, also known as Joseph Ownes, also known as Joseph Owings, Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, Frederick A. Owings, Jack W. Jones, Ellsworth Gross, Gladys Gross, Jacob Gross and Thophilus Scott, their addresses being unknown, have been duly served by publication.

And it further appearing that a decree pro confesso was entered herein on the 17th day of March, 1961, against all of the aforesaid defendants hereinabove mentioned, and that none of the aforesaid parties against whom the decree pro confesso was entered have entered their appearance herein or filed an answer in these proceedings except as hereinbefore set forth, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 28th day of April, 1961,

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ADJUDGED, ORDERED and DECREED THAT all rights of redemption to the properties mentioned herein of the Defendants Betty Coleman, Union Trust Company of Maryland, Russell Potee, Baltimore Federal Savings and Loan Association, Jordan and Clark Lumber Company, Isaac Benesch and Sons, Milton L. Sollod, t/a Henry J. Good Company, Household Finance Corporation, Allied Building and Credit, Inc., Associated Dry Goods Corporation, John F. Merletti, County Trust Company of Maryland, John Nelson Horsey, United States of America, Carroll Hynson and Addel Hynson, his wife, Meyer M. Cardin, Quintin M. Dennis also known as Quinton M. Dennis, and Rose Dennis, his wife, Yale Engineering Company, Hecht Bros., Green Dress Shop, George Lancaster, t/a Lancaster Oil Company, Emma Lawson, J. Fred Hawkins, Joseph R. Hodges and Ruth E. Hodges, his wife, Elizabeth C. Lancaster, also known as Eliza C. Lancaster, John R. Potee, Samuel W. Mason and Bertha Mason, his wife, Greene B. Palmer and Essie O. Palmer, his wife, Benjamin F. Thomas and Carrie E. Thomas, his wife, Russell Matthews and Madeline Matthews, his wife, Mary Rogers, Sally Queen, also known as Sally McQueen, William J. Coleman and Charles M. Potee, Liberia Maria Bonsanto Potee, Salvatore Potee, Alfonso Bell, Florence L. Bell, his wife, Columbia Federal Savings and Loan Association, Bennett Homes, Inc., J & R. Kays, T. W. Bleumaneur, Jr., William E. Poulton, Cornelius G. Harrell, Jr., Bernard L. Lipman, Joseph Owings, also known as Joseph T. Owens, also known as Joseph Ownes, Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, Frederick A. Owings, Jack W. Jones, Ellsworth Gross, Gladys Gross, Jacob Gross and Thophilus Scott, and all unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or

claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 14th day of October, 1958, to wit:

Certificate No. A3846 - Lots 17, 18, 19, 20, Sec. A, as shown on the plat of Sumac Fields, Third Election District, and assessed to William J. Coleman and Betty Coleman.

Certificate No. A3850 - Lot 59, one acre and improvements situated at Odenton, Fourth District, and assessed to James R. Hodges and Ruth E. Hodges.

Certificate No. A3854 - Lot 7, 0.172 acre, Blk. 630, situated at Sub-Division of Dorsey property, Second District, and assessed to John Nelson Horsey.

Certificate No. A3856 - 1 lot, Blk 640, situated at Steinover Farms, Second District, and assessed to Samuel W. Mason.

Certificate No. A3857 - Lots 37 and 38, Blk. 695, situated near Conaway, Second District, and assessed to Green B. and Essie O. Palmer.

Certificate No. A3861 - 1 lot, Blk. 4, east side of Best Gate Road, Second District, and assessed to Benjamin F. Thomas and Carrie Thomas.

Certificate No. A3867 - 1.134 acres, J.H.H. 337, folio 297, situated at Harmons, Fourth District and assessed to Russell M. Matthews.

Certificate No. A3871 - Lot 72, (30 x 130), situated at Alberta Heights, Fourth District and assessed to S. Queen and Mary Rogers.

Certificate No. A3872 - Lots 27-28, Blk. M, as shown on the plat of Grande View Park, Fourth Election District, and assessed to Meyer M. Cardin.

Certificate No. A3878 - Lots 3, 4, Blk. 435, Selassie Villa, Seventh District and assessed to Alphonso and F. L. Bell.

Certificate No. A3879 - 8.5 acres, Blk. 405, situated at Churchton, Seventh District and assessed to Quinton M. and Rose Dennis.

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

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

ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

WALTER R. HARDISTY :
Larkins Hundred
Edgewater, Maryland

vs.

ALFRED K. SULLIVAN and :
LOTTIE C. SULLIVAN, his wife
108 Yale Avenue, Glen Echo, Md.
WARREN SMADBECK IN THE CIRCUIT COURT
1710 - 56th St., New York, N.Y.
JESSE CORBIN
Severna Park, Maryland :
NATHAN FRIEDMAN and
LORETTA FRIEDMAN, his wife
3018 Fairview Ave., Baltimore, Md.
HYMIE FRANKEL and
FLORA FRANKEL, his wife
2500 Francis Street, Baltimore, Md. : FOR
ALICE R. ROSENFELD
3600 Labyrnth Rd., Baltimore, Md.
RALPH PARSONS and
EDNA PARSONS, his wife
1810 Dorsey Rd., Glen Burnie, Md.
DANIEL T. JENNINGS :
36 Washington St., Annapolis, Md.
EMMA JENNINGS
Plaza Manor Convalescent Home, Inc. ANNE ARUNDEL COUNTY
Route 2, Glen Burnie, Maryland
WILLIAM D. MURRAY
1373 A. Street, N.E., Washington, D.C. :
and Box 8, Clarksville, Maryland
OLIVER L. MURRAY
1373 A. Street, N.E., Washington, D.C.
and Box 8, Clarksville, Maryland
CHARLES K. RESH NO. 14133 , EQUITY
3921 Old York Road :
Baltimore, Maryland
JOHN F. ECKES and
MARY E. ECKES, his wife
3724 E. Gough Street
Baltimore, Maryland
CHARLES M. ARNOLD :
215 Dickman Street
Baltimore, Maryland
AND ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE ANY INTEREST IN
ANY OF THE PROPERTIES DESCRIBED
HEREAFTER IN THIS BILL OF COMPLAINT. :

:

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. That on or about October 13, 1959, the Certificates of Tax Sale attached hereto were issued to the Plaintiff by Edward M. Dunn, Jr.,

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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 said Certificates are prayed to be taken as a part hereof.

2. That the property mentioned in said Certificates is described as follows:

Certificate No. 2979 -

All those certain lots of ground situate in the First Election District of Anne Arundel County, designated as Lots Nos. 231, 232, 233, 234 and 235 on a Plat of Woodland Beach recorded among the Plat Records of Anne Arundel County, being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by T. Carroll Worthington, et al to Alfred K. Sullivan and Lottie C. Sullivan, his wife, by deed dated October 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 318, folio 124. On October 13, 1959, the date of the Collector's Sale, the said lots herein described were assessed to "Alfred K. and L. C. Sullivan," whose last known address was 108 Yale Avenue, Glen Echo, Maryland, and was in fact owned by them on that date subject to the rights, if any, of Warren Smadbeck, a former owner of these lots under a Tax Sale in October, 1942, whose last known address was 1710 - 56th Street, New York, N. Y. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $45.93.

Certificate No. 2985 -

All that certain lot of ground situate in the Third Election District of Anne Arundel County, containing 0.64 acres of land, more or less, and being the identical lot of ground described less particularly in said Certificate, and being the same land which was conveyed by Conrad C. Listman and wife to Charles Corbin by deed dated March 22, 1944 and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 304, folio 76, the said Charles Corbin having since departed this life on or about August 15, 1947, leaving a Last Will and Testament duly admitted to probate among the Testamentary Records of Anne Arundel County in Wills Liber H.S.C. 1, folio 122, by which he devises his entire estate to his son, Jessie Corbin, a Defendant in this cause. On October 13, 1959, the date of the Collector's Sale, the said land herein described was assessed to "Chas. Corbin" and was in fact owned by Jessie Corbin whose last known address was Severna Park, Maryland. 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 $70.83.

Certificate No. 2997 -

All that certain lot of ground situate in the Fifth Election District of Anne Arundel County, containing 9.142 acres, more or less, and being the identical lot of ground described less particularly in said Certificate, and being part of the same land which was owned by Hymie and Flora Frankel and of which they conveyed a one-half undivided interest to Nathan Friedman, by deed dated November 27, 1941,

and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 250, folio 125. On October 13, 1959, the date of the Collector's Sale, the said land herein described was assessed to "Nathan Friedman" whose last known address was 3018 Fairview Avenue, Baltimore, Maryland, and was in fact owned by Hymie Frankel and Flora Frankel as to a one-half undivided interest and Nathan Friedman as to a one-half undivided interest. According to the Land, Equity and Orphans' Court Records of Anne Arundel County, the title to said property is still vested in said persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $1,122.57.

Certificate No. 2998 -

All those certain lots of ground situate in the Fifth Election District of Anne Arundel County designated as Lots Nos. 29, 30, 31 and 32, Block "F," Arundel Manor, as shown on a Plat filed among the Plat Records of Anne Arundel County in Plat Book 15, Page 3, being the identical lots of ground described less particularly in said Certificate and being the same lots which were conveyed by Edward David Hudson, widower to Ralph Parsons and Edna Parsons, his wife, by deed dated May 24, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 575, folio 487. On October 13, 1959, the date of the Collector's Sale, the said lots herein described were assessed to "Ralph - Edna Parsons," whose last known address was 1819 Dorsey Road, Glen Burnie, Maryland, and were in fact owned by them on that date. According to the Land, Equity and Orphans' Court Records of Anne Arundel County, the title to said property is still vested in said persons subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $85.25.

Certificate No. 3002 -

All that certain lot of ground situate in Annapolis Sixth Election District of Anne Arundel County, the improvements on which are known as No. 239 Hanover Street, Annapolis, Maryland, and being the identical lot of ground described less particularly in said Certificate, and being the same lot of ground which was conveyed by Vito Savaca and wife to Jeannette Jennings by deed dated December 29, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 37, folio 303. On October 13, 1959, the date of the Collector's Sale, the said land herein described was assessed to "Jeannette Jennings Heirs," the said Jeannette Jennings having died intestate on or about September 22, 1946, leaving surviving her the following heirs at law and next of kin, namely: Daniel T. Jennings, brother who resides at 36 Washington Street, Annapolis, Maryland, Emma Jennings, sister who resides at Plaza Manor Convalescent Home, Inc., Route 2, Glen Burnie, Maryland, Rachel S. Jennings, sister who has since departed this life intestate and unmarried and Sister Mary Alphonsus, a sister, who has since departed this life intestate and unmarried. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in the said Daniel T. Jennings and Emma Jennings, as only surviving heirs at law of Jeannette Jennings, deceased, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $252.44.

Certificate No. 3007 -

All that certain lot of ground situate in the Seventh Election District of Anne Arundel County, containing 2 acres of land, more or less, and being the identical lot of ground described as "1.66 acres as shown on the plat of Cedarhurst" in said Certificate, and being the same lot of ground which was conveyed by Charles H. Crowner and wife to William D. Murray, by deed dated January 28, 1926, and recorded

among the Land Records of Anne Arundel County in Liber W.M.B. No. 15, folio 389. On October 13, 1959, the date of the Collector's Sale, the said land herein described was assessed to "William D. and F. Murray," whose last known address was 1373 A. Street, N.E., Washington, D. C., and was in fact owned by the said William D. Murray 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $79.59.

Certificate No. 3008 -

All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 3, 4, 5, 6, 7 and 8, at Cedarhurst on the Bay, as shown on a Plat of the subdivision, recorded in Plat Book 10, Page 17 of the Plat Records of Anne Arundel County and being the identical lots of ground described less particularly in said Certificate, and being part of the property conveyed by Sophie R. Heinzman, widow, to William D. Murray and Oliver L. Murray, as tenants in common, by deed dated August 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 349. On October 13, 1959, the date of the Collector's Sale, the said land herein described was assessed to "William D. - O. L. Murray" whose last known address was Box 8, Clarksville, Maryland, and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $79.99

Certificate No. 3009 -

All that certain lot of ground situate in the Seventh Election District of Anne Arundel County, containing 1.66 acres, more or less, and being the identical lot of ground described as "1 lot or 2 acres as shown on the Plat of Cedarhurst" in said Certificate, and being a part of the property conveyed by Sophie R. Heinzman, widow, to William D. Murray and Oliver L. Murray, as tenants in common, by deed dated August 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 349. On October 13, 1959, the date of the Collector's Sale, the said land herein described was assessed to "William D. - O. L. Murray," whose last known address was 1373 A. Street, N.E., Washington, D. C., and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $67.53.

Certificate No. 3010 -

All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 3 to 16, both inclusive and Lot No. 18 in Block 18 at Cedarhurst on the Bay, as shown on plat of the subdivision of Blocks 17 and 18, recorded in Plat Book 10, Page 16 of the Plat Records of Anne Arundel County, and being the identical lots of ground described less particularly in said Certificate, and being a part of the property which was conveyed by Waterfront Development Company to William M. Murray and Oliver L. Murray, as tenants in common, by deed dated January 19, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 160, folio 40. On October 13, 1959, the date of the

Collector's Sale, the said lots herein described were assessed to "William D - O. L. Murray" whose last known address was 1373 A Street, N.E., Washington, D. C. and was in fact owned by them 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 persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $48.32.

3. That the title to the property described in Certificate No. 2997 is clouded by an unreleased Mortgage in the sum of Seventeen Thousand Dollars ($17,000.00) dated March 12, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 823, folio 33 from Nathan Friedman and Loretta Friedman, his wife to Louis M. Rosenfeld and assigned by him to Alice B. Rosenfeld.

4. That the title to the property described in Certificate No. 2998 is clouded by previous tax sales, to wit; Lot No. 30 in Block F formerly owned by Charles K. Resh and sold on July 22, 1930 for default in payment of taxes for the year 1927; Lot No. 29 in Block F formerly owned by John F. Eckes and Mary E. Eckes, his wife and sold on October 10, 1938 for default in payment of taxes for the year 1937; Lots 31 and 32 in Block F formerly owned by Charles M. Arnold and sold on October 10, 1939 for default in payment of taxes for the years 1937 and 1938.

5. 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.

6. The Plaintiff prays for an Order of Publication directed to all parties in interest in the hereinbefore described properties.

7. 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 day of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff and any reimbursement due the Plaintiff under Sections 93 and 111 of Article 81 of the Annotated Code of Maryland (1957 Edition) and amendments thereto.

TO THE END, THEREFORE,

(a) That this 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.

(b) And for such other and further relief as his case may require.

Walter R. Hardisty, Plaintiff

John H. Hopkins, IV
Attorney for Plaintiff
15 School Street
Annapolis, Maryland
Tel. COlonial 3-3551

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

I HEREBY CERTIFY that on this 6th day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter R. Hardisty, Plaintiff in the foregoing Bill of Complaint, and he 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 his knowledge and belief.

WITNESS my hand and Notarial Seal.

John H. Hopkins, IV, Notary Public

Nº 2979 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 426

EDWARD M. DUNN, JR.
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 250 Dollars and 00 Cents, of which 45.93 Dollars has been paid as a deposit on the property in Dist. 1 described as Lots 231 to 235 as shown on the plat of Woodland Beach

108 Yale Ave

and assessed to Alfred K. & L. C. Sullivan Glen Echo Md.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth B. _____
Notary Public

My Commission Expires May 1, 1961

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Exhibit #1

Nº 2985 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 427

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 1,200 Dollars and 00 Cents, of which 70.83 Dollars has been paid as a deposit on the property in Dist. 3 described as 1 Lot .64 Acres, more or less situated on Earleigh Hts. along R.R. and Earleigh Hts; Pasadena.

and assessed to Chas. Corbin Severna Park, Md.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Paul B. Fox
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 DEC -8 AM 11:14

Exhibit #2

No 2997 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 428

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 1,122 Dollars and 57 Cents, of which 1,122.57 Dollars has been paid as a deposit on the property in Dist 5 described as 9.142 Acres Improved U.H. 250 - 125, as shown on the plat of Arundel Gardens

and assessed to Nathan Friedman 3018 - Fairway Ave Balto Md.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. [illegible]
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 DEC -8 AM 11:14

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Exhibit #3

Dist.
4 - 24
15 - 3

Nº 2998 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 429

EDWARD M. DUNN, JR.
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 1,100 Dollars and 00 Cents, of which 85.25 Dollars has been paid as a deposit on the property in Dist. 5 described as Lots 29 to 32 Blk. F, Impro. as shown on the plat of Arundel Manor

and assessed to Ralph + Edna Parsons Dorsey Rd Glen Burnie. Md

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

_____
Notary Public.

My Commission Expires May 1, 1961

FILED

1960 DEC -8 AM 11:14

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Exhibit # 4

No 3002 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 430

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 750 Dollars and 00 Cents, of which 252.44 Dollars has been paid as a deposit on the property in Dist. 6 described as Lot Imps Bl 20-2-239 Hanover St. situated at Annapolis + City

and assessed to Jeanette Jennings Heirs

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 DEC -8 AM 11:14

11

Exhibit #5

No 3007 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 431

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 1,100 Dollars and 00 Cents, of which 79.59 Dollars has been paid as a deposit on the property in Dist. 7 described as 1.66 acres as shown on the plat of Cedarhurst

Ass't 7 1660

and assessed to William D. & F. Murray 1373 - D St N.E Wash. D.C.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lee
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 DEC -8 AM 11:14

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Exhibit #6

Nº 3008 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 432

EDWARD M. DUNN, JR.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 1,400 Dollars and 00 Cents, of which 79.99 Dollars has been paid as a deposit on the property in Dist. 7 described as Lots 3 to 8 as shown on the plat of Murray, plat of Cedarhurst Ass. 1150

and assessed to William D. & O. L. Murray Box 8 Clarksville Md.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lee
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 DEC -8 AM 11 14

13

Exhibit #7

Plat Book
1-7
20-35
f-20

Nº 3009 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.
County Treasurer

LIBER 129 PAGE 433

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 900 Dollars and 00 Cents, of which 67.53 Dollars has been paid as a deposit on the property in Dist 7 described as 1 Lot or 2 Acres as shown on the plat of Cedarhurst.

Ass. $1000

and assessed to William D. + O. L. Murray 1373-A St. NE Wash. D.C.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lauer
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 DEC -8 AM 11 14

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Exhibit #8

Nº 3010 CERTIFICATE OF TAX SALE

LIBER 129 PAGE 434

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to Walter R. Hardisty at public auction for the sum of 1,200 Dollars and 00 Cents, of which 48.32 Dollars has been paid as a deposit on the property in Dist. 7 described as Lot 3 to 16-18 Blk. 18, as shown on the plat of Cedarhurst Ass. 375

and assessed to William D. & O. L. Murray 1373-A St. NE Wash. D.C.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lawrence
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 DEC -8 AM 11

15

Exhibit #9

WALTER R. HARDISTY
Larkins Hundred
Edgewater, Maryland

vs.

ALFRED K. SULLIVAN and
LOTTIE C. SULLIVAN, his wife
108 Yale Avenue, Glen Echo, Md.
WARREN SMADBECK
1710 - 56th St., New York, N.Y.
JESSE CORBIN
Severna Park, Maryland
NATHAN FRIEDMAN and
LORETTA FRIEDMAN, his wife
3018 Fairview Ave., Baltimore, Md.
HYMIE FRANKEL and
FLORA FRANKEL, his wife
2500 Francis Street, Baltimore, Md.
ALICE R. ROSENFELD
3600 Labyrnth Rd., Baltimore, Md.
RALPH PARSONS and
EDNA PARSONS, his wife
1810 Dorsey Rd., Glen Burnie, Md.
DANIEL T. JENNINGS
36 Washington St., Annapolis, Md.
EMMA JENNINGS
Plaza Manor Convalescent Home, Inc.
Route 2, Glen Burnie, Maryland
WILLIAM D. MURRAY
1373 A. Street, N.E., Washington, D.C.
and Box 8, Clarksville, Maryland
OLIVER L. MURRAY
1373 A. Street, N.E., Washington, D.C.
and Box 8, Clarksville, Maryland
CHARLES K. RESH
3921 Old York Road
Baltimore, Maryland
JOHN F. ECKES and
MARY E. ECKES, his wife
3724 E. Gough Street
Baltimore, Maryland
CHARLES M. ARNOLD
215 Dickman Street
Baltimore, Maryland, and
ALL OTHER PERSONS HAVING OR CLAIMING
TO HAVE ANY INTEREST IN THE PROPERTIES
DESCRIBED IN THIS ORDER OF PUBLICATION.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,133, EQUITY

ORDER OF 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 the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

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16

1. All those certain lots of ground situate in the First Election District of Anne Arundel County, designated as Lots Nos. 231, 232, 233, 234 and 235 on a Plat of Woodland Beach recorded among the Plat Records of Anne Arundel County, being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by T. Carroll Worthington, et al to Alfred K. Sullivan and Lottie C. Sullivan, his wife, by deed dated October 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 318, folio 124.

2. All that certain lot of ground situate in the Third Election District of Anne Arundel County, containing 0.64 acres of land, more or less, and being the identical lot of ground described less particularly in said Certificate, and being the same land which was conveyed by Conrad C. Listman and wife to Charles Corbin by deed dated March 22, 1944 and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 304, folio 76, the said Charles Corbin having since departed this life on or about August 15, 1947, leaving a Last Will and Testament duly admitted to probate among the Testamentary Records of Anne Arundel County in Wills Liber H.S.C. 1, folio 122, by which he devises his entire estate to his son, Jessie Corbin, a Defendant in this cause.

3. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County, containing 9.142 acres, more or less, and being the identical lot of ground described less particularly in said Certificate, and being part of the same land which was owned by Hymie and Flora Frankel and of which they conveyed a one-half undivided interest to Nathan Friedman, by deed dated November 27, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 250, folio 125. The aforesaid property is subject to an unreleased mortgage to Louis M. Rosenfeld and assigned by him to Alice B. Rosenfeld dated March 12, 1954, and recorded in Liber J.H.H. 823, folio 33.

4. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County designated as Lots Nos. 29, 30, 31 and 32, Block "F," Arundel Manor, as shown on a Plat filed among the Plat Records of Anne Arundel County in Plat Book 15, Page 3, being the identical lots of ground described less particularly in said Certificate and being the same lots which were conveyed by Edward David Hudson, widower, to Ralph Parsons and Edna Parsons, his wife, by deed dated May 24, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 575, folio 487. The title to the above lots is clouded by previous Tax Sales, to wit: Lot No. 30 in Block F formerly owned by Charles K. Resh and sold on July 22, 1930 for default in payment of taxes for the year 1927; Lot No. 29 in Block F formerly owned by John F. Eckes and Mary E. Eckes, his wife and sold on October 10, 1938 for default in payment of taxes for the year 1937; Lots 31 and 32 in Block F formerly owned by Charles M. Arnold and sold on October 10, 1939 for default in payment of taxes for the years 1937 and 1938.

5. All that certain lot of ground situate in Annapolis, Sixth Election District of Anne Arundel County, the improvements on which are known as No. 239 Hanover Street, Annapolis, Maryland, and being the identical lot of ground described less particularly in said Certificate, and being the same lot of ground which was conveyed by Vito Savoca and wife to Jeannette Jennings by deed dated December 29, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 37, folio 303. The said Jeannette Jennings having died intestate on or about September 22, 1946, leaving surviving her the following heirs at law and next of kin, namely: Daniel T. Jennings, brother who resides at 36 Washington Street, Annapolis,

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Maryland, Emma Jennings, sister who resides at Plaza Manor Convalescent Home, Inc., Route 2, Glen Burnie, Maryland, Rachel S. Jennings, sister who has since departed this life intestate and unmarried and Sister Mary Alphonsus, a sister, who has since departed this life intestate and unmarried.

6. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County, containing 2 acres of land, more or less, and being the identical lot of ground described as "1.66 acres as shown on the plat of Cedarhurst" in said Certificate, and being the same lot of ground which was conveyed by Charles H. Crowner and wife to William D. Murray, by deed dated January 28, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B No. 15, folio 389.

7. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 3, 4, 5, 6, 7, and 8, at Cedarhurst on the Bay, as shown on a Plat of the subdivision, recorded in Plat Book 10, Page 17 of the Plat Records of Anne Arundel County and being the identical lots of ground described less particularly in said Certificate, and being part of the property conveyed by Sophie R. Heinzman, widow, to William D. Murray and Oliver L. Murray, as tenants in common, by deed dated August 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 349.

8. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County, containing 1.66 acres, more or less, and being the identical lot of ground described as "1 lot or 2 acres as shown on the Plat of Cedarhurst" in said Certificate, and being a part of the property conveyed by Sophie R. Heinzman, widow, to William D. Murray and Oliver L. Murray, as tenants in common, by deed dated August 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 349.

9. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 3 to 16, both inclusive and Lot No. 18 in Block 18 at Cedarhurst on the Bay, as shown on plat of the subdivision of Blocks 17 and 18, recorded in Plat Book 10, Page 16 of the Plat Records of Anne Arundel County, and being the identical lots of ground described less particularly in said Certificate, and being a part of the property which was conveyed by Waterfront Development Company to William M. Murray and Oliver L. Murray, as tenants in common, by deed dated January 19, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 160, folio 40.

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 8th day of December, 1960, by the Circuit Court for Anne Arundel County, 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, before the day of February, 1961, warning all persons interested in the said properties to

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be and appear in this Court on or before the 16th day of February, 1961, and redeem the said properties described in these proceedings and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

George J. Cronwell, Clerk
Clerk

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WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALFRED K. SULLIVAN, et al	:	ANNE ARUNDEL COUNTY
		NO. 14,133, EQUITY
	:	

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, Nathan Friedman and Loretta Friedman, his wife, Hymie Frankel and Flora Frankel, his wife and Alice R. Rosenfeld, may redeem the property described in Tax Sale Certificate No. 2997 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1958 taxes and interest	$ 381.14	
For 1959 taxes, interest and advertising	738.43	
For 1960 taxes and interest	1,001.31	
Costs of Sale	3.00	
Interest to Purchaser	78.58	$2,202.46
To be paid to Plaintiff as reimbursement for costs as authorized by Article 81, Sections 110 and 111 of the Annotated Code of Maryland		
Proportionate share of Court costs	12.00	
Proportionate share of advertsing costs	27.81	
Title exam and Attorney's fee	75.00	114.81
		$2,317.27

John H. Hopkins, IV
Attorney for Plaintiff

Sol C. Berenholtz
Attorney for Defendants
1209-1212 Court Square Building
Baltimore 2, Maryland

FILED
1960 DEC 28 AM 10:17

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 28th day of December, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 2997 are:

To be paid to the County Treasurer of Anne Arundel County for 1958 taxes and interest	$ 381.14	
For 1959 taxes, interest and advertising	738.43	
For 1960 taxes and interest	1,001.31	
Costs of Sale	3.00	
Interest to Purchaser	78.58	$2,202.46
To be paid to Plaintiff as reimbursement for costs as authorized by Article 81, Sections 110 and 111 of the Annotated Code of Maryland		
Proportionate share of Court costs	12.00	
Proportionate share of advertising costs	27.81	
Title exam and Attorney's fee	75.00	114.81
		$2,317.27

William A. Egan
Judge

FILED
1960 DEC 28 PM 3:45

21

LIBER 129 PAGE 441

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALFRED K. SULLIVAN, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,133, EQUITY
	:	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, Nathan Friedman and Loretta Friedman, his wife, Hymie Frankel and Flora Frankel, his wife and Alice R. Rosenfeld, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 2997 filed in these proceedings.

John H. Hopkins, IV
Attorney for Plaintiff

FILED

1960 DEC 28 PM 3:5[illegible]

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
No. 14,133, EQUITY

WALTER R. HARDISTY
Larkins Hundred
Edgewater, Maryland
vs.
ALFRED K. SULLIVAN and
LOTTIE C. SULLIVAN, his wife
108 Yale Avenue, Glen Echo, Md.
WARREN SMADBECK
1710 56th St., New York, N.Y.
JESSE CORBIN
Severna Park, Maryland
NATHAN FRIEDMAN and
LORETTA FRIEDMAN, his wife
3018 Fairview Ave., Baltimore, Md.
HYMIE FRANKEL and
FLORA FRANKEL, his wife
2500 Francis Street, Baltimore, Md.
ALICE R. ROSENFELD
3600 Labyrnth Rd., Baltimore, Md.
RALPH PARSONS and
EDNA PARSONS, his wife
1810 Dorsey Rd., Glen Burnie, Md.
DANIEL T. JENNINGS
36 Washington St., Annapolis, Md.
EMMA JENNINGS
Plaza Manor Convalescent Home, Inc.
Route 2, Glen Burnie, Maryland
WILLIAM D. MURRAY
1373 A. Street, NE, Washington, D. C., and Box 8, Clarksville, Maryland
OLIVER L. MURRAY
1373 A. Street, NE, Washington, D.C., and Box 8, Clarksville, Maryland
CHARLES K. RESH
3921 Old York Road
Baltimore, Maryland
JOHN F. ECKES and
MARY E. ECKES, his wife
2724 E. Gough Street
Baltimore, Maryland
No. CHARLES M. ARNOLD
215 Dickman Street
Baltimore, Maryland, and
ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTIES DESCRIBED IN THIS ORDER OF PUBLICATION.

Order Of 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 the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All those certain lots of ground situate in the First Election District of Anne Arundel County, designated as Lots Nos. 231, 232, 233, 234 and 235 on a Plat of Woodland Beach recorded among the Plat Records of Anne Arundel County, being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by T. Carroll Worthington, et al to Alfred K. Sullivan and Lottie C. Sullivan, his wife, by deed dated October 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 318, folio 124.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 442

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,133

Alfred K. Sullivan, etc.

Property

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of February, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

2. All that certain lot of ground situate in the Third Election District of Anne Arundel County, containing 0.64 acres of land, more or less, and being the identical lot of ground described less particularly in said Certificate, and being the same land which was conveyed by Conrad C. Listman and wife to Charles Corbin by deed dated March 22, 1944 and recorded among the Land Records of Anne Arundel Co. in Liber No. J.H.H. 304, folio 76, the said Charles Corbin having since departed this life on or about August 15, '7, leaving a Last Will and a- ment duly admitted to probate among the Testamentary Records of Anne Arundel County in Wills Liber H.S.C. 1, folio 122, by which he devises his entire e ate to his son, Jessie Corbin, a d- dant in this cause.

3. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County, containing 9.142 acres, more or less, and being the identical lot of ground described less particularly in said Certificate, and being part of the same land which was owned by Hymie and Flora Frankel and of which they conveyed a one-half undivided interest to Nathan Friedman, by deed dated November 27, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 250, folio 125. The aforesaid property is subject to an unreleased mortgage to Louis M. Rosenfeld and assigned by him to Alice B. Rosenfeld dated March 12, 1954, and recorded in Liber J.H.H. 823, folio 33.

4. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County designated as Lots Nos. 29, 30, 31 and 32, Block "F," Arundel Manor, as shown on a Plat filed among the Plat Records of Anne Arundel County in Plat Book 15, Page 3, being the identical lots of ground described less particularly in said Certificate and being the same lots which were conveyed by Edward David Hudson, widower, to Ralph Parsons and Edna Parsons, his wife, by deed dated May 24, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 575, folio 487. The title to the above lots is clouded by previous Tax Sales, to wit: No. 30 in Block F formerly owned by Charles K. Resh and sold on July 22, 1930 for default in payment of taxes for the year 1927; Lot No. 29 in Block F formerly owned by John F. Eckes and Mary E. Eckes, his wife and sold on October 10, 1938 for default in payment of taxes for the year 1937; Lots 31 and 32 in Bock F formerly owned by Charles M. Arnold and sold on October 10, 1939 for default in payment of taxes for the years 1937 and 1938.

5. All that certain lot of ground situate in Annapolis, Sixth Election District of Anne Arundel County, the improvements on which are known as No. 239 Hanover Street, Annapolis, Maryland, and being the identical lot of ground described less particularly in said Certificate, and being the same lot of ground which was conveyed by Vito Savoca and wife to Jeannette Jennings by deed dated December 29, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 37, folio 303. The said Jeannette Jennings having died intestate on or about September 22, 1946, leaving surviving her the following heirs at law and next to kin, namely: Daniel T. Jennings, brother who resides at 36 Washington Street, Annapolis, Maryland, Emma Jennings, sister who resides at Plaza Manor Convalescent Home, Inc., Route 2, Glen Burnie, Maryland, Rachel S. Jennings, sister who has since departed this life intestate and unmarried and Sister Mary Alphonsus, a sister, who has since departed this life intestate and unmarried.

6. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County, containing 2 acres of land, more or less, and being the identical lot of ground described as "1.66 acres as shown on the plat of Cedarhurst" in said Certificate, and being the same lot of ground which was conveyed by Charles H. Crowner and wife to William D. Murray, by deed dated January 28, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.N.B. No. 15, folio 289.

7. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 3, 4, 5, 6, 7, and 8, at Cedarhurst on the Bay, as shown on a Plat of the sub-division recorded in Plat Book 10, Page 17 of the Plat Records of Anne Arundel County and being the identical lots of ground described less particularly in said Certificate and being part of the property conveyed by Sophie R. Heinzman, widow to William D. Murray and Oliver L. Murray, as tenants in common by deed dated August 21, 19[illegible] and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 349.

8. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County, containing 1.66 acres, more or less, and being the identical lot of ground described as "1 lot or 2 acres as shown on the Plat of Cedarhurst" in said Certificate, and being a part of the property conveyed by Sophie R. Heinzman, widow, to William D. Murray and Oliver L. Murray, as tenants in common, by deed dated August 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 349.

9. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County, designated as Lots Nos. 3 to 16, both inclusive and Lot No. 18 in Block 18 at Cedarhurst on the Bay, as shown on plat of the subdivision of Blocks 17 and 18 recorded in Plat Book 10, Page 16 of the Plat Records of Anne Arundel County, and being the identical lots of ground described less particularly, in said Certificate, and being a part of the property which was conveyed by Waterfront Development Company to William M. Murray and Oliver L. Murray, as tenants in common, by deed dated January 19, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 160, folio 40.

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 8th day of December, 1960, by the Circuit Court for Anne Arundel County, 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, before the day of 16 February, 1961, warning all persons interested in the said properties to be and appear in this Court on or before the 16th day of February, 1961, and redeem the said properties described in these proceedings and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

J-5

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALFRED K. SULLIVAN, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,133, EQUITY
	:	

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, Ralph Parsons and Edna Parsons his wife, may redeem the property described in Tax Sale Certificate No. 2998 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1958 taxes and interest	$34.21	
For 1959 taxes, interest and advertising	48.04	
For 1960 taxes and interest	44.89	
For 1961 taxes	42.96	
Costs of sale	3.00	
Interest to Purchaser	6.39	$179.49
To be paid to Plaintiff as reimbursement for costs as authorized by Article 81, Sections 110 and 111 of the Annotated Code of Maryland		
Proportionate share of Court Costs	12.00	
Proportionate share of advertising costs	27.81	
Title Exam. and Attorney's fee	75.00	114.81
		$294.30

John H. Hopkins, IV
Attorney for Plaintiff

Harrison L. Winter
Harrison L. Winter
Law Department Room 507 Court House
Baltimore, Maryland
Attorney for Defendants

1951 JAN 26

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 27th day of January, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 2998 are:

To be paid to the County Treasurer of Anne Arundel County for 1958 taxes and interest	$34.21	
For 1959 taxes, interest and advertising	48.04	
For 1960 taxes and interest	44.89	
For 1961 taxes	42.96	
Costs of sale	3.00	
Interest to Purchaser	6.39	$179.49
To be paid to Plaintiff as reimbursement for costs as authorized by Article 81, Sections 110 and 111 of the Annotated Code of Maryland		
Proportionate share of Court costs	12.00	
Proportionate share of advertising costs	27.81	
Title Exam. and Attorney's fee	75.00	114.81
		$294.30

Matthew A. Byrne
Judge

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LIBER 129 PAGE 447

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALFRED K. SULLIVAN, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,133, EQUITY

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, Ralph Parsons and Edna Parsons, his wife, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 2998, filed in these proceedings.

John H. Hopkins, IV
Attorney for Plaintiff

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WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALFRED K. SULLIVAN, et al	:	ANNE ARUNDEL COUNTY
	:	No. 14,133, EQUITY
	:	

AFFIDAVIT

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

JOHN H. HOPKINS, IV, Solicitor for the Plaintiff herein, does hereby certify that on the 8th day of December, 1960, he caused a copy of the Bill of Complaint and the Order of Publication in the above titled 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 of Anne Arundel County. He further certifies that the aforementioned Certified letters were returned and receipts received as follows:

To Alfred K. Sullivan and Lottie C. Sullivan, the return receipt was signed December 10, 1960, "Alfred K. Sullivan."

To Warren Smadbeck, the return receipt was signed December 10, 1960, "Warren Smadbeck by A. Maloney."

To Jesse Corbin, the return receipt was signed December 20, 1960 by "Jesse Corbin."

To Daniel T. Jennings, the return receipt was signed, December 9, 1960, "Daniel T. Jennings by Mrs. E. H. Stepney."

To Emma Jennings the return receipt was signed December 9, 1960, "Miss Emma Jennings by Thomas Johnson."

To William D. Murray, the letter addressed to the Washington, D. C. address was returned marked, "not in directory" and "not at," and the letter addressed to the Clarksville, Maryland address was returned marked, "unclaimed."

To Oliver L. Murray, the letter addressed to the Washington, D. C. address was returned marked, "not in directory: and "not at" and the letter addressed to the Clarksville, Maryland address was returned marked, "unclaimed."

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To Charles K. Resh, the letter was returned marked, "unclaimed."

To John F. Eckes and Mary E. Eckes, the letter was returned marked "deceased."

To Charles M. Arnold, the letter was returned marked "Unk. at address."

He further certifies that he has checked the Orphans' Court Records of Anne Arundel County, the telephone directories of Anne Arundel County, the City of Baltimore and the District of Columbia, and he is unable to locate the Defendants or 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 searched the Land, Equity, Law and Register of Wills Records of Anne Arundel County as required by Section 103, Article 81 of the Annotated Code of Maryland, 1957 Edition, and that the parties Defendants in this proceedings 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 21st day of February, 1961.

John H. Hopkins, IV (SEAL)
Solicitor for Plaintiff

SUBSCRIBED AND SWORN to before me this 21 day of February, 1961.

Nicholas J. Fotos, Notary Public

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALFRED K. SULLIVAN, et al	:	ANNE ARUNDEL COUNTY
	:	No. 14,133, 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, Alfred K. Sullivan and Lottie C. Sullivan, his wife, Warren Smadbeck, Jesse Corbin, Daniel T. Jennings, Emma Jennings, William D. Murray, Oliver L. Murray, Charles K. Resh, John F. Eckes and Mary E. Eckes and Charles M. Arnold, 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 22nd day of ~~February~~ March, 1961, 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, Alfred K. Sullivan and Littie C. Sullivan, his wife, Warren Smadbeck, Jesse Corbin, Daniel T. Jennings, Emma Jennings, William D. Murray, Oliver L. Murray, Charles K. Resh, John F. Eckes and Mary E. Eckes, his wife and Charles M. Arnold, 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.

O. Bruce Duckett
Judge

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WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALFRED K. SULLIVAN, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,133, 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 27th day of April, 1961, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, Alfred K. Sullivan and Lottie C. Sullivan, his wife, Warren Smadbeck, Jesse Corbin, Daniel T. Jennings, Emma Jennings, William D. Murray, Oliver L. Murray, Charles K. Resh, John F. Eckes and Mary E. Eckes and Charles M. Arnold, 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 Plaintiff.

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

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of Anne Arundel County shall execute a deed conveying said properties to the Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

J. Barri Owchett
Judge

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR BALTIMORE COUNTY
EUGENIA JEFFRIES,	:	
non compos mentis	:	IN EQUITY
	:	

LIBER 129 PAGE 453

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of H.Richard Smalkin, Committee of the person and estate of Eugenia Jeffries, non compos mentis, respectfully represents:

1. That on the 27th day of November, 1943, the Petition of John Jeffries, husband of the said Eugenia Jeffries, was filed in this Honorable Court stating that the said Eugenia Jeffries was of unsound mind and a lunatic and requesting that a writ "de lunatic inquirendo" issue to the Sheriff of Baltimore County for the purpose of inquiring into the sanity vel non of said Eugenia Jeffries before a jury summoned for that purpose. That said writ was issued in accordance with the prayer of said Petition and the return of the Inquisition taken by the Sheriff filed in said proceedings. That on the 21st day of December, 1943, by Decree of this Honorable Court the Inquisition returned by the Sheriff was confirmed and your Petitioner appointed Committee of the person and estate of said Eugenia Jeffries, with full power and authority to take charge of and manage her said property under the direction of this Honorable Court, and with a further provision that your Petitioner, upon his qualifications as such Committee, give bond to the State of Maryland for the faithful discharge thereof in the penaly of $1,000.00, which bond has been approved, filed and recorded in these proceedings.

2. That said Incompetent, Eugenia Jeffries, and her said husband, John Jeffries, are seized and possessed as tenants by the entireties, of an unimproved fee simple lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, containing 1.82 acres of land, more or less, which they acquired by Deed dated April 6, 1920 and recorded among the Land Records of

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Baltimore County in Liber W. H. M. No. 31 folio 114 from George H. Hoff and wife. That the aforementioned lot of ground is unimproved and uncultivated and produces no income whatever wherewith to pay taxes, Court costs and expenses incident to this proceeding and to pay the necessary charges for the board, lodging and care of the said Eugenia Jeffries. That said Incompetent is now 48 years of age and has been confined in the Crownsville State Hospital for mentally diseased colored persons at Crownsville, Maryland, since December 30, 1936, where she is receiving every necessary attention for her care and comfort.

3. That John J. Jeffries, husband of said Incompetent, as aforementioned, sold said property to Howard Jennings and Geneva Jennings, his wife, sometime prior to the adjudication of his said wife as a lunatic, for the sum of $570.00 but has been <u>able</u> to consummate said sale nor give a proper and valid deed therefor because of the aforementioned <u>incompetentcy</u> of his said wife.

4. That your Petitioner believes and therefor avers that said sale price of $570.00 represents the fair and true market value of said parcel of ground and that it is to the best interest and advantage of said Lunatic that said private sale be ratified and confirmed by this Honorable Court and your Petitioner authorized and directed to consummate said transaction as to the said Lunatic's undivided interest therein.

WHEREFORE, your Petitioner prays:

(a) That the sale of the property hereinbefore mentioned to Howard Jennings and Geneva Jennings, his wife, be finally ratified and confirmed by this Honorable Court; and

(b) That he may be authorized, empowered and directed to consummate said private sale and to execute and deliver a deed to the purchasers thereof upon payment of the full purchase price of $570.00; said deed to be executed by your Petitioner, as Committee of the person and estate of said Eugenia Jeffries as to her undivided interest herein.

AND AS IN DUTY BOUND, etc.

H. RICHARD SMALKIN,
Committee.

2

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of April, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H.Richard Smalkin, Committee, who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are ture to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

MILDRED P. ZINK

(Notarial Seal) Notary Public

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 6th day of April, 1944, by the Circuit Court for Baltimore County, in Equity,

ORDERED, that the sale of the aforementioned property, as to the undivided interest of the Incompetent, Eugenia Jeffries, as set out in said Petition, be and the same is hereby finally ratified and confirmed, and that the said H. Richard Smalkin, Committee of the person and estate of said Eugenia Jeffries, be and he is hereby authorized, empowered and directed to execute and deliver a Deed to the purchasers upon payment of the full amount of the purchase price, said Deed to be executed by the Petitioner as Committee of the person and estate of Eugenia Jeffries as to an undivided interest therein; and

IT IS FURTHER ORDERED, that H. Richard Smalkin, Committee as aforesaid, report in due course to this Court the proceedings in connection with the disbursement of said funds.

JOHN B. GONTRUM,

Judge.

LIBER 129 PAGE 456

EX PARTE	:	I. THE CIRCUIT COURT FOR
IN THE MATTER OF	:	BALTIMORE COUNTY
EUGENIA JEFFRIES,		
non compos mentis	:	IN EQUITY
	:	

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That the aforegoing is a true copy taken from the original Petition, affidavit and Order of Court filed April 6, 1944.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 18th day of April 19 61.

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

4.

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR BALTIMORE COUNTY
EUGENIA JEFFRIES,	:	
non compos mentis	:	IN EQUITY
	:	

LBEH 129 PAGE 457

.....

ORDER OF RATIFICATION
AND
APPOINTMENT OF COMMITTEE

The return of the Inquisition taken by the Sheriff in the above captioned cause having been submitted for confirmation, and said return and other proceedings in the cause having been read and considered, it is thereupon this 21st day of December, 1943, by the Circuit Court for Baltimore County, in Equity,

ADJUDGED, ORDERED and DECREED that the said Inquisition be and the same is hereby confirmed; and

IT IS FURTHER ORDERED that H. Richard Smalkin be and he is hereby appointed Committee of the person and estate of the said Eugenia Jeffries, with full power and authority to take charge of and manage the property and to assume control of the person of said Eugenia Jeffries under the direction of this Honorable Cont; but before the said H. Richard Smalkin shall proceed to act as such Committee, he shall first give corporate bond to the State of Maryland, with sureties to be approved by this Court, or the Clerk thereof, for the faithful discharge of his duties as such Committee in the penalty of One Thousand Dollars, subject to being increased hereafter as may be necessary.

J. Howard Murray,
Judge.

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EX PARTE	:	I. THE CIRCUIT COURT FOR
IN THE MATTER OF	:	BALTIMORE COUNTY
EUGENIA JEFFRIES,		
non compos mentis	:	IN EQUITY
	:	

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That the aforegoing is a true copy taken from the original Order of Ratification and Appointment of Committee filed December 21, 1943, and that an approved corporate bond was filed December 22, 1943.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 18th day of April 19 61.

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

4.

LIBER 129 PAGE 459

EX PARTE
IN THE MATTER OF
EUGENIA JEFFRIES
Non Compos Mentis

* IN THE CIRCUIT COURT
* FOR BALTIMORE COUNTY
IN EQUITY
* DOCKET 46 FOLIO 25
Case No. 26640

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

DOCKET ENTRIES

Nov. 27, 1943	Petition of John J. Jeffries that a Writ de lunatico Inquirendo issue to inquire into the sanity of Eugenia Jeffries, affidavits of two physicians as to her mental condition. App. of Harry O. Levin & H. Richard Smalkin, Attys. for Petitioner, with Order of Court that a writ de lunatico & writ of summons issue for Eugenia Jeffries that her personal appearance be dispensed with at the hearing that a copy of the summons, petition & order Court be left with the Supt. of the Crownsville State Hospital filed. Writ de Lunatico Inquirendo & writ of summons issued, copy of petition & Order of Court sent
Dec. 4, 1943	Service by reading and leaving copies of subpoena, Petition and Bill of Complaint in hands of Eugenia Jeffries, Lunatic as well as having served on Dr. Robert P. Winterode, Supt. of Crownsville State Hospital, copy of Petition and Bill of Complaint, this 1st day of December 1943. Shff. A.A. County Return fd.
Dec. 15, 1943	Testimony filed.
Dec. 21, 1943	Sheriff's return & inventory filed.
Dec. 21, 1943	Decree confirming inquisition appointing H. Richard Smalkin, Committee and fixing the bond in the penalty of $1,000.00.
Dec. 22, 1943	Approved Bond filed.
Apr. 6, 1944	Petition with Order of Court ratifying sale & authorizing Committee to execute deed filed.
Jan. 31, 1947	Report of Committee filed.

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Feb. 15, 1947	Petition & exhibit with Order of Court referring papers to an Examiner filed.
May 2, 1947	Testimony filed.
June 13, 1947	Petition with Order of Court substituting Purchasers fd.
June 13, 1947	Order of Court ratifying and confirming sale filed.
July 15, 1947	Auditor's Report & Account & ratified Nisi Order filed.
Aug. 5, 1947	Auditor's Report & Account finally ratified and confirmed order filed.
Dec. 17, 1952	Petition, affdt, exhibits A & B & Order of Court authorizing the Committee to execute a deed to the County Commissioners of Baltimore County filed.
July 1, 1953	Petition, affdt. & Order of Court authorizing the Committee to execute a mortgage fd.
Mar. 24, 1954	Second Report of Committee filed.
June 27, 1958	Petition, affdt., Order of Court appointing John W. Hessian, Jr. substitute Committee to act on behalf of H. Richard Smalkin, deceased and affixing his bond in the amount of $1,000.00 fd.
Aug. 5, 1958	Third Report of H. Richard Smalkin (deceased) filed on his behalf by John W. Hessian, Jr. substitute Committee order fd.
Aug. 7, 1958	Approved Bond fd.
Apr. 14, 1959	Petition & exhibits #1 & #2, affdt. & Order of Court restraining Ernest Lyons Homes Inc. from obtaining final decree foreclosing rights of redemption in this matter fd. in Docket 66/171 #42147 filed.
Apr. 14, 1959	Copy of Spna, Bill, Affdt. & Order of Court served on H. Lee Brill, Res. Agt., this 14th day of Apr. 1959. Shff's ret. fd.
Apr. 24, 1959	Answer to Petition & Order to sell real estate fd.
May 16, 1959	Testimony & Report of Master and Examiner and exhibits 1, 2, & 3 fd.
May 19, 1959	Decree for sale of property in this estate by John W. Hessian, Jr., substituted Committee at public or private sales fd.

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July 2, 1959	Petition, affdt. exhibit No. 1 & Order of Court ratifying contract of sale filed.
July 2, 1959	Report of Sale filed.
July 2, 1959	Ratified Nisi Order filed.
Aug. 3, 1959	Certificate of publication of Order Nisi fd.
Aug. 7, 1959	Report of Sale finally ratified and confirmed order fd.

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

STATE OF MARYLAND . :

COUNTY OF BALTIMORE : SCT:

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 **RJS** No. **46** , Folio **25** , **Case No. 26640** one of the **EQUITY** Records of Baltimore County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of said Court, this **28th** day of **April** A.D., 1961 .

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

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LIBER 129 PAGE 463

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE
vs.	:	CIRCUIT COURT
EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife	:	FOR ANNE ARUNDEL COUNTY

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

No. 14,121 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

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10034-60

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

PETITIONER'S EXHIBIT "A"

BOOK 1387 PAGE 374

MARYLAND

No. 14,121 Equity

LIBER 129 PAGE 464

MORTGAGE

This Mortgage, made this 21st day of April, A. D. 1960, by and between EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife - - - - - - -

of Anne Arundel County, - - - - - - - - - - - - in the State of Maryland, hereinafter called the Mortgagor, and VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION - - -, a body corporate, duly incorporated - - - - - - - - - - - - - - - - - - - [illegible] hereinafter called the Mortgagee.

Whereas, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND TWO HUNDRED - - - - - - - - - - - - - Dollars ($ 11,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5-1/4 %) per annum until paid, principal and interest being payable at the office of VERMONT 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 NINETY DOLLARS - - - - - - - - - - - - - - - - - - - Dollars ($ 90.00), commencing on the first day of May- - - - - - -, 19 60, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April- - - - - - -, 1975. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same on the southeast side of the Baltimore and Annapolis Boulevard, at a point distant 300 feet southwesterly from Sweetzer Road said place of beginning being at the division line between Lots Nos. 72 and 73 thence southwesterly binding on the southeast side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 71, thence southeasterly binding on said Lot No. 71, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 73 thence northwesterly binding on said Lot No. 73, 150 feet to the place of beginning. BEING known and designated as Lot No. 72, on Plat No. 4, Linthicum Heights said plat being recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 46. (Now Plat Book No. 3, folio 16.) Known as No. 13 Annapolis Road.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed by ROWILL TITLE HOLDING CORPORATION unto EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife, the within Mortgagors.

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

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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 $108.00, payable half-yearly on the 21st days of April and October in each and every year.

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

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

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

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

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

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

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

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items 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 30 - - - 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

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addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of - $112.00 - 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:

Clayton S. Charewich
CLAYTON S. CHAREWICH

Edward Hyland Bell [SEAL]
EDWARD HYLAND BELL

Virginia D. Bell [SEAL]
VIRGINIA D. BELL

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE - to wit: BOOK 1387 PAGE 378

I HEREBY CERTIFY, That on this 21st day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDWARD HYLAND BELL and VIRGINIA D. BELL, 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.

MY commission expires May 1st, 1961.

Clayton S. Charewich
Notary Public.

CLAYTON S. CHAREWICH

11.00

Rec'd for record May 2, 1960 at 10:39 A M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE NO. 41958
WRITTEN BY mn
FORM APPROVED
READY FOR RECORD

INDEX IN CHATTELS
STATE OF MARYLAND

Mortgage

FROM
EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife

TO
VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

13 ANNA 20615 Loan

Received for Record 1960 MAY 2 M. o'clock & Same day recorded in Liber ... Folio ... of the Land Records of ... and examined per ... Clerk.

Cost of Record, $ 1.00

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

BOOK 1387 PAGE 377

BOOK 129 PAGE 467

WILLIAM C. ROGERS, Attorney : IN THE
Named in Mortgage :
vs. : CIRCUIT COURT
EDWARD HYLAND BELL and : FOR
VIRGINIA D. BELL, his wife :
ANNE ARUNDEL COUNTY
No. 14,121 Equity

: :

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Edward Hyland Bell and Virginia D. Bell, his wife, to Vermont Federal Savings and Loan Association dated April 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1387, folio 374.

Edward H. Bell & wife
13 Annapolis Road
Anne Arundel County, Maryland

November 16, 1960

Amount of loan	$11,200.00
Interest	352.21
Ground Rent	54.00
Winterizing Property	35.00
	$11,641.21
Less Payments	512.92
Balance	$11,128.29

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

BY _____
WILLIAM M. DEE, Secretary

1960 NOV 30 PM 12:23
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STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th 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 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.

_____
Notary Public

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WILLIAM C. ROGERS, Attorney Named in Mortgage vs. EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 14,121.

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

On this 4th day of January, 1961, 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 Edward Hyland Bell and Virginia D. Bell, 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 Edward Hyland Bell and Virginia D. Bell, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public
Herbert C. Moore

FILED

1961 JAN -5 AM 11:21

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Fidelity and Deposit Company

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

LIBER 110 PAGE 471

No. 14,121 Equity

LIBER 129 PAGE 470

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 ELEVEN THOUSAND THREE HUNDRED AND 00/100 ($11,300.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of January in the year of our Lord 1961

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from Edward Hyland Bell and Virginia D. Bell, his wife

to Vermont Federal Savings and Loan Association

bearing date the 21st day of April, 1960 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1387 Folio 374 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 *Attorney-in-Fact*

Bond approved this 5th day of January, 1961
George T. Cromwell Clerk

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

FILED
1961 JAN -5 AM 11:21

ROBERT H. CAMPBELL . . . . . *Auctioneer*

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

LIBER 129 PAGE 471

ATTORNEY'S SALE

OF VALUABLE LEASEHOLD PROPERTY

At Linthicum Heights

Under and by virtue of a power of sale contained in a Mortgage from Edward Hyland Bell and Virginia D. Bell, his wife, to Vermont Federal Savings and Loan Association, dated April 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1387, folio 374, 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, January 7th, 1961

AT 11:15 A.M.

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same on the southeast side of the Baltimore and Annapolis Boulevard, at a point distant 300 feet southwesterly from Sweetzer Road said place of beginning being at the division line between Lots Nos. 72 and 73 thence southwesterly binding on the southeast side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 71, thence southeasterly binding on said Lot No. 71, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 73 thence northwesterly binding on said Lot No. 73, 150 feet to the place of beginning. Being known and designated as Lot No. 72, Plat No. 4, Linthicum Heights; said plat now being recorded among the aforesaid Land Records in Plat Book No. 3, folio 16; known as No. 13 Annapolis Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by deed dated April 21, 1960.

Subject to an annual ground rent of $108; subject also to pole agreements from Henry Mimmler et al to The C. & P. Telephone Co. dated Aug. 5, 1913 and July 9, 1914, recorded in Liber G.W. No. 102, folio 250 and No. 100, fol. 231, respectively; subject also to covenants, conditions and restrictions set forth in Lease dated Nov. 16, 1923, W.N.W. No. 69, fol. 319 from Linthicum Heights Co. to Max Schroeder.

IMPROVEMENTS: One and one-half story frame dwelling, 7 rooms and bath, full basement; oil-fired heat; frame garage.

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, Md.

J-5

FILED
1961 JAN 10 PM 12:52

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LIBER 129 PAGE 472

I hereby certify that I have this 7th day of January, 1961, sold the within described property to Vermont 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 Vermont Federal Savings and Loan Association - - - - - - - - - has on this 7th day of January, 1961, 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 agree to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Attorney for Vermont Federal Savings and Loan Association

FILED

1961 JAN 10 PM 12:52

LIBER 129 PAGE 473

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE
vs.	:	CIRCUIT COURT
EDWARD HYLAND BELL and VIRGINIA D. BELL, HIS WIFE	:	FOR ANNE ARUNDEL COUNTY
	:	No 14,121

: :

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 13 Annapolis Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper 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, January 7, 1961 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 Vermont 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 9th day of January, 1961 before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported wasfairly made.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore, Notary Public

LIBER 129 PAGE 474

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

AT LINTHICUM HEIGHTS

Under and by virtue of a power of sale contained in a Mortgage from Edward Hyland Bell and Virginia D. Bell, his wife, to Vermont Federal Savings and Loan Association, dated April 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1387, folio 374, 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, Jan. 7, 1961
at 11:15 A. M.

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same on the southeast side of the Baltimore and Annapolis Boulevard, at a point distant 300 feet southwesterly from Sweetzer Road said place of beginning being at the division line between Lots Nos. 72 and 73 thence southwesterly binding on the southeast side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 71, thence southeasterly binding on said Lot No. 71, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 73 thence northwesterly binding on said Lot No. 73, 150 feet to the place of beginning. Being known and designated as Lot No. 72, Plat No.4, Linthicum Heights; said plat now being recorded among the aforesaid Land Records in Plat Book No. 3, folio 16; known as No. 13 Annapolis Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by deed dated April 21, 1960.

Subject to an annual ground rent of $108; subject also to pole agreements from Henry Mimmler et al to The C & P Telephone Co. dated Aug. 5, 1913 and July 9, 1914; recorded in Liber G. W. No. 102, folio 250 and No. 100, fol. 231, respectively; subject also to covenants, conditions and restrictions set forth in Lease dated Nov. 16, 1923, W.N.W.No. 69, fol. 319 from Linthicum Heights Co. to Max Schroeder.

IMPROVEMENTS: One and one-half story frame dwelling, 7 rooms and bath, full basement; oil-fired heat; frame garage.

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, Md.

ROBERT H. CAMPBELL
Auctioneer

J-5

ORDER NISI

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,121 Equity

LIBER 129 PAGE 475

Ordered, this 10th day of January, 19 61, 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 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.

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

FILED: 1961 Jan 10
12:52 P.M.

George T. Cromwell Clerk.

True Copy,

TEST: George T. Cromwell Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21 day of February, 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 FEB 21 PM 3:09

12

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

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY
AT LINTHICUM HEIGHTS

Under and by virtue of a power of sale contained in a Mortgage from Edward Hyland Bell and Virginia D. Bell, his wife, to Vermont Federal Savings and Loan Association, dated April 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1387, folio 374, 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, Jan. 7, 1961
at 11:15 A. M.

That lot of ground in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same on the southeast side of the Baltimore and Annapolis Boulevard, at a point distant 300 feet southwesterly from Sweetzer Road said place of beginning being at the division line between Lots Nos. 72 and 73 thence southwesterly binding on the southeast side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 71, thence southeasterly binding on said Lot No. 71, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 73 thence northwesterly binding on said Lot No. 73, 150 feet to the place of beginning. Being known and designated as Lot No. 72, Plat No.4, Linthicum Heights; said plat now being recorded among the aforesaid Land Records in Plat Book No. 3, folio 16; known as No. 13 Annapolis Road. Being the same property conveyed to said Mortgagors by Rowill Title Holding Corporation by deed dated April 21, 1960.

Subject to an annual ground rent of $108; subject also to pole agreements from Henry Mimmler et al to The C & P Telephone Co. dated Aug. 5, 1913 and July 9, 1914; recorded in Liber G. W. No. 102, folio 250 and No. 100, fol. 231, respectively; subject also to covenants, conditions and restrictions set forth in Lease dated Nov. 16, 1923, W.N.W.No. 69, fol. 319 from Linthicum Heights Co. to Max Schroeder.

IMPROVEMENTS: One and one-half story frame dwelling, 7 rooms and bath, full basement; oil-fired heat; frame garage.

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, Md.
ROBERT H. CAMPBELL
Auctioneer

J-5

14,121.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 476

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1961

We hereby certify, that the annexed

Attorney's Sale

Edward Hyland Bell

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 January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1961
JAN 11 PM 2:55

By A. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 477

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 14,121 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife

Ordered, this 10th day of January, 1961, 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 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.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,121

Edward Hyland Bell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of February, 1961. The first insertion being made the 19th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

FEB 11 AM 10:47

No. M. G. 192 158

14

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Edward Hyland Bell
and
Virginia D. Bell, his wife

In the
Circuit Court
For
Anne Arundel County
No. 14,121 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. Jahelka
Auditor.

March 24, 1961

FILED
1961 MAR 29 AM 11:21

15

Dr. William C. Rogers, Attorney named in Mortgage vs. Edward Hyland in ac.
Bell and Virginia D. Bell, his wife

To Attorney for Fee, viz:	112	00		
To Attorney for Commissions, viz:	333	61	445	61
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	80	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	73		
Fidelity & Deposit Co. of Md.-bond premium	22	60		
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	197	85
To Attorney for Taxes, viz: 1961 State and County taxes - 7 days	3	06	3	06
To Attorney for Ground Rent, viz: Semi-annual ground rent ($54.00) due 4/21/61 - 2 months 16 days	22	80	22	80
To Vermont Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,399	46	9,399	46
			10,120	28
Amount of mortgage claim filed	11,128	29		
Interest thereon @ 5¼% from 11/30/60 to 4/30/61 - 5 months	243	43		
	11,371	72		
Cr. Amount allowed above	9,399	46		
Balance subject to decree in personam	1,972	26		

/4

with

William C. Rogers, Attorney named in Mortgage

Cr.

1961						
Jan.	7	Proceeds of Sale	10,000	00		
		Interest on deferred payment of $9,500.00 - 1 month 16 days	120	28	10,120	28
					10,120	28

LIBER 129 PAGE 481

ORDER NISI

William C. Rogers,

Attorney named in Mortgage

VERSUS

Edward Hyland Bell

and

Virginia D. Bell, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,121 Equity.

FILED
1961 MAR 29 AM 11:21

ORDERED, This 29th day of March, 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 8th day of ~~April~~ May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of ~~April~~ May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of May, 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 MAY -9 PM 3:16

Matthew S. Evans

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 482

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 26, 1961

We hereby certify, that the annexed

Order Nisi - Circuit Court Eq. 14,121

Edward Hyland Bell

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 8th day of May, 1961. The first insertion being made the 6th day of April, 1961

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

MAY -1 AM 11:45

No. M. G. 20133 1961

19.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,121 Equity
WILLIAM C. ROGERS, Attorney named in Mortgage
versus
EDWARD HYLAND BELL and VIRGINIA D. BELL, his wife

Ordered, this 29th day of March, 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-20

LIBER 129 PAGE 483

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
GEORGE L. BOHANAN and EMMA A. BOHANAN, his wife	:	ANNE ARUNDEL COUNTY In Equity No. 14,135

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
Attirney for Plaintiff

FILED

1960 DEC -9 AM 10:10

Equity No. 14,135

City-County Form.

"PETITIONER'S EXHIBIT A".

LIBER 1197 PAGE 329 LIBER 129 PAGE 484

This Mortgage, Made this 15th day of April, in the year one thousand, nine hundred and fifty-eight - - - -, between GEORGE L. BOHANAN and EMMA A. BOHANAN, his wife, - of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor s, being members of said body corporate, have received therefrom an advance of TWELVE THOUSAND NINETY - - - - - - - - - - - - -($12,090.00) - Dollars, being part of the purchase money for the property hereinafter described, on their ninety-three shares of its stock, the 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 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 ONE HUNDRED ONE DOLLARS AND FIFTY CENTS---($101.50) XXXXXXX being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of TWELVE DOLLARS AND FIFTY CENTS-------------($12.50) XXXXXXX 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 mortgagor s, 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 that - -lot of ground situate and lying in Anne Arundel County - in said State, and described as follows:

BEING known and designated as Lot No. 13, in Section "O" on Plat No. 5, of said Long Point Corporation of "Long Point on the Magothy" and recorded among the Plat Book Records of Anne Arundel County in Plat Book W.M.B. No. 1 folio 19 (then in Cabinet No. 1 Rod B Plat 4, now in Plat Book No. 1, folio 19) and situate on Pike Road.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed by GEORGE C. EASTER, JR. and MARGARET A. EASTER, his wife, to GEORGE L. BOHANAN and EMMA A. BOHANAN, his wife, the within Mortgagors.

FILED
1960 DEC -9 AM 10:10

2-

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 fifteen 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 lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rental of [illegible], payable in equal semi annual instalments on the [illegible] days of [illegible] and [illegible] in each and every year~~. forever 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 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 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 Mortgagor s their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may. without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (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 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; (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 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 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 Three Hundred ($300.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

John C. Ryan
JOHN C. RYAN

George L. Bohanan (SEAL)
GEORGE L. BOHANAN

Emma A. Bohanan (SEAL)
EMMA A. BOHANAN

5

LIBER 129 PAGE 487

LIBER 1197 PAGE 332

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of April, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared GEORGE L. BOHANAN and EMMA A. BOHANAN, 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

JOHN C. RYAN NOTARY PUBLIC BALTIMORE, MD.

John C. Ryan
JOHN C. RYAN Notary Public.

My commission expires May 4, 1959.

$12.50

Rec'd for record Apr. 18, 1958 at 10.07 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

12770 @ B

MORTGAGE

FROM

GEORGE L. BOHANAN and EMMA A. BOHANAN, his wife

TO

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record ______ 19__ at ____ o'clock __M. Same day recorded in Liber ______ Folio ______ No. ______ etc., one of the ______ Records of ______ and examined per ______, Clerk.

Cost of Record, $ 12.50

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

The Daily Record Company, Baltimore, Md.

FILE NO. 36084
WRITTEN BY J.M.C.
FORM APPROVED E.T.B.
READY FOR RECORD E.T.B.

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
GEORGE L. BOHANAN and	*	ANNE ARUNDEL COUNTY
EMMA A. BOHANAN, his wife	*	In Equity No. 14,135

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

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Augusta Building and Loan Association, Inc. under the mortgage from George L. Bohanan and Emma A. Bohanan, his wife, to Augusta Building and Loan Association, Inc., dated April 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1197, folio 329.

November 25, 1960

George L. Bohanan & wife
Lot 13, Sec. O Plat 5 Pike Road
Anne Arundel County, Maryland

Original Loan		$12,000.00
Expenses:		
Interest	$1,800.73	
Taxes	173.53	
Insurance	148.80	$ 2,124.06
Total Expenses		$14,124.06
Less:		
Payments		$ 3,331.55
Balance due		$10,892.51

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY John J. Byrne, Jr.
JOHN J. BYRNE, JR., Secretary

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

I HEREBY CERTIFY that on this 30th day of November, 1960 before me, the subscriber, a Notary Public of the Stateof Maryland, in and for the City of Baltimore aforesaid, personally appeared John J. Byrne, Jr., Secretary of The Augusta Building and Loan Association, Inc. 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.

Robert A. Moore
Notary Public

FILED

1960 DEC -9 AM 10:10

6.

LIBER 129 PAGE 489

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE
vs.	:	CIRCUIT COURT FOR
GEORGE L. BOHANAN and EMMA A. BOHANAN, his wife	:	ANNE ARUNDEL COUNTY In Equity No. 14,135

: :

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

On this 13th day of January, 1961 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 George L. Bohanan and Emma A. Bohanan, 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 George L. Bohanan and Emma A. Bohanan, 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

1961 JAN 26 PM 1:36

7.

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

Equity No. 14,135

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 AND 00/100 ($12,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of January in the year of our Lord 1961

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from George L. Bohanan and Emma A. Bohanen to The Augusta Building and Loan Association, Inc. bearing date the 15th day of April, 1958 and recorded among the mortgage records of Anne Aruncel County in Liber G.T.C. No. 1197 Folio 329 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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SEAL)

Witness:

D. Anthony
D. Anthony *As to Surety*

By Clinton A. Killam, Jr.
Clinton A. Killam, Jr. *Attorney-in-Fact*

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

FILED
1961 JAN 26 PM 1:36

Bond approved this 26th day of January, 1961

George T. Cromwell, Clerk

FILED
1961 FEB -1 AM 11:21

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

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

LIBER 129 PAGE 491

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

AT LONG POINT ON THE MAGOTHY OVERLOOKING CORNFIELD CREEK

Under and by virtue of a power of sale contained in a Mortgage from George L. Bohanan and Emma A. Bohanan, his wife to The Augusta Building and Loan Association, Inc., dated April 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1197, folio 329, 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, Jan. 28, 1961

at 11 A.M.

That lot in the 3rd Election District described as follows: Being known and designated as Lot No. 13, in Section "O" on Plat No. 5 of "Long Point on the Magothy," said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 1, folio 19; said lot being situate on Pike Road, overlooking Cornfield Creek. Being the same lot conveyed to said Mortgagors by George C. Easter, Jr. and wife, by deed dated April 15, 1958 recorded in GTC No. 1197, folio 327.

Subject to the legal operation and effect of the covenants and restrictions contained in a deed from Long Point Corporation to Robert C. Munson and wife, dated May 22, 1923 and recorded in WNW No. 61, folio 138 and subject also to pole agreement from Long Point on the Magothy, Inc. to Annapolis & Chesapeake Bay Power Co., dated February 11, 1930 and recorded in FSR No. 70, folio 271.

IMPROVEMENTS: One-story frame dwelling, 5 rooms and bath; hotair oil heat.

TERMS OF ALE: 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.

I hereby certify that I have this 28th day of January, 1961, sold the within described property to William Christian Bone and Betty Isabelle Bone, his wife at and for the sum of Eleven Thousand, Five Hundred Dollars ($11,500.00) they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I certify that William Christian Bone and Betty Isabelle Bone, his wife have on this 28th day of January, 1961, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eleven Thousand, Five Hundred Dollars ($11,500.00) and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

William Christian Bone

William Christian Bone

FILED

1961 FEB -1 AM 11:21

10

LIBER 129 PAGE 493

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
GEORGE L. BOHANAN and	:	ANNE ARUNDEL COUNTY
EMMA A. BOHANAN, his wife	:	In Equity #14,135

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

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 Lot 13, Section O, Plat 5 Pike 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, January 28, 1961 at 11:00 A.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto William Christian Bone and Betty Isabelle Bone, his wife, at and for the price of $11,500.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY That on this day of January, 1961 before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form 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

1961 FEB -1 AM 11:21

LIBER 129 PAGE 494

Legal Notice

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

AT LONG POINT ON THE MAGOTHY OVERLOOKING CORNFIELD CREEK

Under and by virtue of a power of sale contained in a Mortgage from George L. Bchanan and Emma A. Bchanan, his wife, to The Augusta Building and Loan Association, Inc., dated April 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1197, folio 329, 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, JANUARY 28, 1961 at 11 A.M.

That lot in the 3rd Election District described as follows: Being known and designated as Lot No. 13, in Section "O" on Plat No. 5 of "Long Point on the Magothy", said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 1, folio 19; said lot being situate on Pike Road, overlooking Cornfield Creek. Being the same lot conveyed to said Mortgagees by George C. Easter, Jr., and wife, by deed dated April 15, 1958 recorded in GTC No. 1197, folio 327.

Subject to the legal operation and effect of the covenants and restrictions contained in a deed from Long Point Corporation to Robert C. Munson and wife, dated May 22, 1923 and recorded in WNW No. 68, folio 133 and subject also to pole agreement from Long Point on the Magothy, Inc. to Annapolis & Chesepeake Bay Power Co., dated February 11, 1930 and recorded in FSR No. 70, folio 271.

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% 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

J-27

ORDER NISI

William C. Rogers, Attorney Named in Mortgage

versus

George L. Bohanan and Emma A. Bohanan, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,135 Equity

LIBER 129 PAGE 495

Ordered, this 1st day of February, 1961, 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 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.

The report states that the amount of sale was $ 11,500.00

George T. Cromwell Clerk.

True Copy,
Filed; Feb.1,1961
11:21 AM

TEST: _____ Clerk.

(Final Order)

William C. Rogers, Attorney Named in Mortgage

versus

George L. Bohanan and Emma A. Bohanan, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of March, 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. Crowe
JUDGE.

1961 MAR -9 PM 3:08

12

Legal Notice

WINSON G. GOTT, JR., A ey
Lee Bldg., Annapolis, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

AT LONG POINT ON THE MAGOTHY OVERLOOKING CORNFIELD CREEK

Under and by virtue of a power of sale contained in a Mortgage from George L. Bohanan and Emma A. Bohanan, his wife, to The Augusta Building and Loan Association, Inc., dated April 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1197, folio 329, 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, JANUARY 28, 1961 at 11 A.M.

That lot in the 3rd Election District described as follows: Being known and designated as Lot No. 13, in Section "O" on Plat No. 5 of "Long Point on the Magothy", said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 1, folio 19; said lot being situate on Pike Road, overlooking Cornfield Creek. Being the same lot conveyed to said Mortgagors by George C. Easter, Jr., and wife, by deed dated April 15, 1958 recorded in GTC No. 1197, folio 327.

Subject to the legal operation and effect of the covenants and restrictions contained in a deed from Long Point Corporation to Robert C. Munson and wife, dated May 22, 1923 and recorded in WNW No. 61 folio 138 and subject also to pole agreement from Long Point on the Magothy, Inc. to Annapolis & Chesepeake Bay Power Co., dated February 11, 1930 and recorded in FSR No. 70, folio 271.

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% 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, Md.
ROBERT H. CAMPBELL
Auctioneer

J-27

No 13

OFFICE F

LIBER 129 PAGE 496

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1961

We hereby certify, that the annexed

Attorney's Sale

George L. Bohanan

14,135

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of January, 1961. The first insertion being made the 16th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 FEB 8 PM 3:48

By [illegible]

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 497

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,135

George L. Bohanan

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 March, 1961. The first insertion being made the 2nd day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,135 Equity
William C. Rogers, Attorney Named in Mortgage
versus
GEORGE L. BOHANAN and EMMA A. BOHANAN, his wife

Ordered, this 1st day of February, 1961, 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 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.

The report states that the amount of sale was $11,500.00

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-23

No. M. G. 193-20

14

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
George L. Bohanan
and
Emma A. Bohanan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,135 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

March 21, 1961

FILED
1961 MAR 29 AM 8:54

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. George L. Bohanan and Emma A. Bohanan, his wife

To Attorney for Fee, viz:	300	00		
To Attorney for Commissions, viz:	377	23	677	23
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	89	26		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	16	51		
Fidelity & Deposit Co. of Md.-bond premium	48	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	6	32		
One-half State documentary stamps	12	65		
Poor, Bowen, Bartlett & Kennedy - fire insurance	58	80		
Herbert C. Moore - notary fees	1	50	295	04
To Attorney for Taxes, viz:				
1961 State and County taxes ($113.18)- 28 days	8	80	8	80
To Augusta Building and Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	10,590	67	10,590	67
			11,623	24
Amount of mortgage claim filed	10,882	51		
Interest thereon @ 6% from 11/25/60 to 4/25/61 - 5 months	272	06		
	11,154	57		
Cr. Amount allowed above	10,590	67		
Balance subject to decree in personam	563	90		

16

with

William C. Rogers, Attorney named in Mortgage

Cr.

1961						
Jan.	28	Proceeds of Sale	11,500	00		
		Interest on deferred payment of $11,000.00 - 1 month 10 days	74	44	11,574	44
		Refund fire insurance premium	48	80	48	80
					11,623	24

LIBER 129 PAGE 501

ORDER NISI

William C. Rogers,
Attorneu named in Mortgage

VERSUS

George L. Bohanan
and
Emma A. Bohanan, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,135 Equity.

FILED
1961 MAR 29 PM 8:54

ORDERED, This 29th day of March, 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 8th day of ~~April~~ May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of ~~April~~ May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of May, 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 MAY -9 PM 3:16

Matthew S. Power

14

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 502

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 26, 1961

We hereby certify, that the annexed

Order Nisi - Cub. Acct. Eq. 14,135

George L. Bohanan

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 8th day of May, 1961. The first insertion being made the 6th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -1 AM 11 48

By Marie Pate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,135 Equity
WILLIAM C. ROGERS, Attorney named in Mortgage
versus
GEORGE L. BOHANAN and ... EMMA A. BOHANAN, his wife

Ordered, this 29th day of March, 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy TEST:

GEORGE T. CROMWELL, Clerk

A-20

No. M. G. 20134

19

LIBER 129 PAGE 503

In the Matter of the Sale	:	No. 14,105 Equity
of the Mortgaged Real Estate	:	In the Circuit Court
of Gordon R. Dickinson and	:	for
E. Virginia Dickinson, 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
Annapolis, Maryland
Phone - COLONIAL 3-4546

FILED

1960 NOV 18 PM 2:31

L 4202

LIBER 129 PAGE 504

BOOK 1276 PAGE 425

No. 14,105 Equity

Purchase money

This Mortgage, made this 26th day of February in the year one thousand nine hundred and fifty-nine, between GORDON R. DICKINSON and E. VIRGINIA DICKINSON, his wife of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

TEN THOUSAND DOLLARS ---------- ($10,000.00)

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

By the payment of EIGHTY FOUR DOLLARS ----------($84.00) 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 first of said monthly payments due April 1, 1959.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lot No. 880, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach," prepared by J. R. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 15, as Section 5, Plat 2.

BEING the same property conveyed to the within-named Mortgagors by Lamar J. Grove and wife et al 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 12:31

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:

Pauline M. Bozman

Pauline M. Bozman

Gordon R. Dickinson ..... (SEAL)
Gordon R. Dickinson

E. Virginia Dickinson ..... (SEAL)
E. Virginia Dickinson

..... (SEAL)

5

BOOK 1276 PAGE 428

LIBER 129 PAGE 507

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 26th day of February, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Gordon R. Dickinson and E. Virginia Dickinson, 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.

1100 Pauline M. Bozman

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Feb. 27 1959 at 3:47 P.M.
Mailed to Wm. W. Townshend, Jr.

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

Purchase money
MORTGAGE
FROM
Gordon H. Dickinson and
E. Virginia Dickinson, his wf.
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

1100 M

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 $ .....

LIBER 129 PAGE 508

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,105 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 14th day of November, 1960, 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 Gordon R. Dickinson and E. Virginia Dickinson, 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.)

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 14th day of November, 1960.

Notarial Seal

Dorothy P. McNew, Notary Public

My Commission will expire on: 5/1/61

Filed,

FILED

1960 NOV 18 PM 12:31

6

In the Matter of the	:	No. 14,105 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Gordon R. Dickinson and	:	for
E. Virginia Dickinson, his	:	Anne Arundel County
wife	:	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Gordon R. Dickinson and E. Virginia Dickinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 425. . . . . $10,000.00

Less total amount paid on account of principal.	$324.99	
Less Credit Expense Account.	64.97	
	$389.96	389.96
		$ 9,610.04

Interest to December 13, 1960.	$171.44	
Interest to January 17, 1961	56.35	
Plus late charges.	10.32	
	$238.11	238.11
		$ 9,848.15

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 me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in the mortgage, and he acknowledged the within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED
1960 NOV 18 P 12 31

7

No. 14,105 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 Gordon R. Dickinson and E. Virginia Dickinson, his wife, dated February 26, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 425, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, DECEMBER 13, 1960

at 1:30 o'clock P.M.

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

Known and designated as Lot No. 880, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach," prepared by J. R. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 15, as Section 5, Plat 2.

Being the same property conveyed unto Gordon R. Dickinson and E. Virginia Dickinson, his wife, by Lamar J. Grove and wife, et al, by deed dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 423.

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 12:31

8

LIBER 129 PAGE 511

LIBER 10 PAGE 451

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 14,105 Equity

BOND NO. 316059

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 TEN THOUSAND AND 00/100 ($10,000.00) 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, 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 Gordon R. Dickinson and E. Virginia Dickinson, his wife to the United Federal Savings and Loan Association, bearing date on or about the 26th day of February - 1959, 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:

NEW AMSTERDAM CASUALTY COMPANY

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

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

Bond approved this 7th day of December, 1960
George T. Cromwell, Clerk

FILED

1960 DEC -7 PM 3:15

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Bul'
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 Gordon R. Dickinson and E. Virginia Dickinson, his wife, dated February 26, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 425, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, DECEMBER 13, 1960 at 1:30 o'clock P.M.

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

Known and designated as Lot No. 880, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach," prepared by J. R. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 15, as Section 5, Plat 2.

Being the same property conveyed unto Gordon R. Dickinson and E. Virginia Dickinson, his wife, by Lamar J. Grove and wife, et al, by deed dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 423.

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

D-8

No. 10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 512

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1960

We hereby certify, that the annexed

Attorney's Sale 14,105 Eq

Gordon R. Dickinson

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

LIBER 129 PAGE 513

In the Matter of the	:	No. 14,105 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Gordon R. Dickinson and	:	for
E. Virginia Dickinson, his	:	Anne Arundel County
wife	:	

AMENDED STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Gordon R. Dickinson and E. Virginia Dickinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 425.		$10,000.00
Less total amount paid on account of principal.	$324.99	
Less Credit Expense Account.	64.97	
	$389.96	389.96
		$ 9,610.04
Interest to January 30, 1961	$247.18	
Interest to March 6, 1961.	56.35	
Plus late charges.	10.32	
	$313.85	313.85
		$9,923.89

William W. Townshend, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in the mortgage, and he acknowledged the within statement to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

1961 JAN 16 PM 2:39

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth B[illegible]ng
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 Gordon R. Dickinson and E. Virginia Dickinson, his wife, dated February 26, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 425, default having occured thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, JANUARY 30, 1961 at 1:00 o'clock P.M.

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

Known and designated as Lot No. 880, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach," prepared by J. R. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 15, as Section 5, Plat 2.

Being the same property conveyed unto Gordon R. Dickinson and E. Virginia Dickinson, his wife, by Lamar J. Grove and wife et al, by deed dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 423.

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.

No. 12

to:

William W. Townshend, Jr.
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

J-26

OFFI[illegible] OF 14,115

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 514

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1961

We hereby certify, that the annexed

Attorney's Sale

Gordon R. Dickinson

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 5th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
JAN 31 PM 2:21

By M. Tilghman

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

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

LIBER 129 PAGE 514 A

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Gordon R. Dickinson and E. Virginia Dickinson, his wife, dated February 26, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 425, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY JANUARY 30, 1961

AT 1:00 O'CLOCK, P.M.

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

Known and designated as Lot No. 880, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach, prepared by J. R. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 15 as Section 5, Plat 2.

Being the same property conveyed unto Gordon R. Dickinson and E. Virginia Dickinson, his wife, by Lamar J. Grove and wife, et al, by deed dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 423.

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

[illegible] FEB -1 PM 3:33

LIBER 129 PAGE 514 B

I hereby certify that I have this 30th day of January, 1961, sold, on the premises, the property described on the reverse hereof unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of NINE THOUSAND SIX HUNDRED DOLLARS ($9,600.00) being then and there the highest bidders therefor.

Robert H. Campbell

I/We hereby certify that I/we have this 30th day of January, 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of NINE THOUSAND SIX HUNDRED DOLLARS ($9,600.00)
and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By _____
Wilmer M. Johnson, President

T. 14,105

FILED
1961 FEB -1 PM 3:33

14

In the Matter of the Mortgaged:	No. 14,105	Equity
Real Estate of Gordon R.	:	In the
Dickinson and E. Virginia	:	Circuit Court
Dickinson, his wife	:	for
	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Gordon R. Dickinson and E. Virginia Dickinson, his wife, dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 425, 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 Monday, January 30, 1961, at 1:00 o'clock P.M., and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of NINE THOUSAND SIX HUNDRED DOLLARS ($9,600.00), being at that figure the highest bidder therefor, said property described as follows:

KNOWN AND DESIGNATED as Lot No. 880, being a part of Sunrise Beach, designated on the sub-division plat entitled "Sunrise Beach, prepared by J. R. McCrone, Jr., and filed among the Plat Records

FILED

1961 FEB -1 PM 3:33

15

of Anne Arundel County in Plat Book 23, Folio 15 as Section 5, Plat 2.

BEING the same property conveyed unto Gordon R. Dickinson and E. Virginia Dickinson, his wife, by Lamar J. Grove and wife, et al, by deed dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 423.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of January 1961, 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

16

ORDER NISI

In the Matter of the Mortgaged Real Estate of Gordon R. Dickinson and E. Virginia Dickinson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,105 Equity

LIBER 129 PAGE 518

Ordered, this 2nd day of February, 19 61, 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 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.

The report states that the amount of sale was $ 9,600.00

George T. Cromwell Clerk.

True Copy,

FILED: FEB. 1 PM 3:33

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Gordon R. Dickinson and E. Virginia Dickinson, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of March, 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.

V. Bowie Duckett

JUDGE.

FILED

1961 MAR 14 PM 3:31

17.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 519

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,105

Gordon R. Dickinson

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 March, 1961. The first insertion being made the 9th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 19462

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,105 Equity

In the Matter of the Mortgaged Real Estate of GORDON R. DICKINSON and E. VIRGINIA DICKINSON, his wife

Ordered, this 2nd day of February, 1961, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $9,600.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-2

18

LIBER 129 PAGE 520

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs
Gordon R. Dickinson
and
E. Virginia Dickinson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,105 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

March 17, 1961

FILED
1961 MAR 20 PM 2:57

19

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Gordon R. Dickinson and E. Virginia Dickinson, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	318	00	418	00
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 (November, 1960)	64	76		
Capital-Gazette Press - second advertisement of sale	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills (first sale)	14	14		
Speer Publications, Inc. -handbills (second sale)	13	29		
New Amsterdam Casualty Co.-bond premium	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	2	00	283	93
To Attorney for Taxes, viz: 1961 State and County taxes ($132.74) - 1 month	11	06	11	06
To United Federal Savings and Loan Ass'n, of Glen Burnie, mortgagee - this balance on account mortgage claim	8,834	01	8,834	01
			9,600	00
Amount of Amended mortgage claim filed	9,923	89		
Interest @ 6% on principal balance of $9,610.04 from 3/6/61 to 4/24/61 - 49 days	78	47		
	10,002	36		
Cr. Amount allowed above	8,834	01		
Balance subject to decree in personam	1,168	35		

2

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

1961				
Jan.	30	Proceeds of Sale	9,600 00	9,600 00
				9,600 00

ORDER NISI LIBER 129 PAGE 523

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXXXX~~ Gordon R. Dickinson and E. Virginia Dickinson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,105 Equity.

FILED
1961 MAR 20 PM 2:57

ORDERED, This 20th day of March, 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 24th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of April next.

George I. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of April, 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 APR 25 PM 1:58

O. Bruce Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 524

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,105 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
GORDON R. DICKINSON and E. VIRGINIA DICKINSON, his wife

Ordered, this 20th day of March, 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 24th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of April next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,105

Auditor Account

Gordon R. Dickinson

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 April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 APR 13 PM 3:32

By W. Tilghman

No. M. G. 19980

23

Standley L. Richardson, Attorney named in the Mortgage	:	In
	:	the Circuit Court
vs		of
	:	Anne Arundel County,
Walter Jupitz and	:	In Equity.
Edna G. Jupitz, his wife		No. 13,930 Equity

Mr. Clerk:

Please enter the above entitled case for foreclosure of the mortgage from Walter Jupitz and Edna G. Jupitz, his wife to the New Baltimore Loan and Savings Association, on the enclosed mortgage wherein I am Attorney named in the mortgage.

Standley L. Richardson

Standley L. Richardson, Attorney named in the mortgage.

FILED

1960 AUG 18 AM 11:07

City—County Direct Reduction Form LIBER 129 PAGE 526

LIBER 826 PAGE 452

No. 13930 Equity

This Mortgage, Made this 22nd day of April, in the year one thousand, nine hundred and fifty-four, between WALTER JUPITZ and EDNA G. JUPITZ, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and NEW BALTIMORE LOAN AND SAVINGS ASSOCIATION OF BALTIMORE CITY - - - a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Seventy Eight Hundred 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 Eighty and 00/100 - - - - - - - - - - - - - - - - - - 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 that lot of ground situate and lying in - Anne Arundel County -, in said State, and described as follows:

BEGINNING for the same at the corner formed by the North side of Carvel Road (30 feet wide), as shown on the Plat of Carvel Beach recorded among the Land Records of Anne Arundel County in W. N. W. No.2,folio 20, and the west side of a 30 foot road there laid out, said point being situated in the two following courses and distances from the corner between Lots Nos. 115 and 116, as shown on above mentioned Plat; viz: North 54 degrees 32 minutes East 30 feet to the North side of Carvel Road, North 38 degrees 59 minutes West 61.30 feet, thence running and binding on the North side of Carvel Road by a curve to the left with a radius of 492.9 feet for a distance of 228 feet and (with a cord bearing North 56 degrees 7 minutes West 225.65 feet) thence leaving said road and running North 25 degrees 45 minutes East 188 feet, thence South 59 degrees 35 minutes East 225 feet to the West side of the

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1960 AUG 18 AM 11:07

2

aforementioned 30 foot road, thence running and binding on the West side of said road South 25 degrees 45 minutes West 200 feet to the place of beginning. Containing 1 acre of land, more or less.

Excepting herefrom all that Lot of ground which by a deed dated March 18, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 275, folio 405, was conveyed by the Howard F. Freeburger and wife to William John Bargar and wife, in fee simple.

BEING The same lot of ground in a deed of even date and intended to be recorded immediately prior hereto was conveyed by Harvey E. Marshall and Evelyn G. Marshall, his wife, to the within Mortgagors in fee simple.

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;

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 for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of 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. that should 20% or more of the original loan be paid at one time before maturity, Mortgagors agree to pay unto Mortgagee 90 days interest at 6% beyond that date of payment on the amount so prepaid.

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 Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Standley L.Richardson, 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 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 hand s and seal s of the said Mortgagors.

WITNESS:

Alethea W. Richardson
Alethea W. Richardson

Walter Jupitz (SEAL)
Walter Jupitz

Edna G. Jupitz (SEAL)
Edna G. Jupitz

(SEAL)

(SEAL)

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY that on this 22nd day of April, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for City of Baltimore, personally appeared Walter Jupitz and Edna G. Jupitz, his wife, - -

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Joseph A. Jankiewicz, 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.

Alethea W. Richardson
Alethea W. Richardson Notary Public.

Recorded: April 23, 1954 at 3.05 P.M.

4

Standley L. Richardson Attorney named in the mortgage vs Walter Jupitz and Edna G. Jupitz, his wife	:	In the Circuit Court of Anne Arundel County, In Equity No. 13,930 Equity

STATEMENT OF MORTGAGE CLAIM.

Balance due on August 2nd, 1960	$8,114.28
Paid on account	90.00
	8,024.28

Joseph J. Jankiewicz,
Secretary

State of Maryland, City of Baltimore to wit:

I Hereby Certify, That on this 16th day of August, 1960, before me, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Joseph J. Jankiewicz, Secretary of New Baltimore Loan and Savings Association, and made oath that the foregoing is a true statement of the amount of mortgage claim due under the mortgage filed in the said cause now remaining unpaid.

As witness my hand and Notarial Seal.

Notary Public

FILED
1960 AUG 18 AM 11:07

Judicial 13—Maryland—Mortgagee's or Att's Bond (1-55) LIBER 129 PAGE 530

LIBER 10 PAGE 365

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 13,930 Equity

STANDLEY L. RICHARDSON
Attorney named in the Mortgage

vs

Walter Jupitz
Edna Jupitz, his wife,

Docket No. 19

Folio 99

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Standley L. Richardson,

500 Maryland Trust Building, Baltimore 2, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Five Hundred and 00/100 - - - - - - - - - Dollars ($ 8,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden Standley L. Richardson

by virtue of the power contained in a mortgage from Walter Jupitz & Edna Jupitz, his wife to The New Baltimore Loan & Savings Association bearing date the 22nd day of April , 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 826 Folio 452 ~~and~~

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

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

Standley L. Richardson

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

Alethea W. Richardson
Alethea W. Richardson
Notary Public

Standley L. Richardson (SEAL)
Standley L. Richardson

.....(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Bond approved this 19 day of Sept. 1960

George T. Cromwell, Clerk

FILED
1960 SEP 19 PM 2:12

6

STANDLEY L. RICHARDSON	*	IN THE
Attorney named in the Mortgage	*	CIRCUIT COURT OF
vs	*	ANNE ARUNDEL COUNTY
WALTER JUPITZ and	*	No. 13930 IN EQUITY
EDNA G. JUPITZ, his wife	*	

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

REPORT OF SALE

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Standley L. Richardson, 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 Walter Jupitz and Edna G. Jupitz, his wife, to the New Baltimore Loan and Savings Association of Baltimore City, a body corporate, dated April 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 826, folio 452, the said Standley L. Richardson, Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, Carvel Beach Road, Third Election District of Anne Arundel County, Maryland, Friday, October 14, 1960, at 4 o'clock, P. M. and then and there sold the said property to Donald Schneider, Shirley M. Schneider and John Schneider, 175 Carvel Beach Road, Anne Arundel County, Maryland, at and for the sum of Seven Thousand Dollars ($7,000.00), being at that figure the highest bidder therefor, said property being the following:

All that fee simple lot of ground situate, lying and being

in the Third Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the corner formed by the North side of Carvel Road (30feet wide), as shown on the Plat of Carvel Beach recorded among the Land Records of Anne Arundel County in W.N.W. No. 2, folio 20, and the west side of a 30 foot road there laid out, said point being courses and distances from the corner between Lots Nos. 115 and 116, as shown on above mentioned Plat; viz: North 54 degrees 32 minutes East 30 feet to the North side of Carvel Road, North 38 degrees 59 minutes West 61.30 feet, thence running and binding on the North side of Carvel Road by a curve to the left with a radius of 492.9 feet for a distance of 228 feet and (with a cord bearing North 56 degrees 7 minutes West 225.65 feet) thence leaving said road and running North 25 degrees 45 minutes East 188 feet, thence South 59 degrees 35 minutes East 225 feet to the West side of the aforementioned 30 foot road, thence running and binding on the West side of said road South 25 degrees 45 minutes West 200 feet to the place of beginning. Containing 1 acre of land, more or less.

Excepting herefrom all that Lot of ground which by a deed dated March 18, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 275, folio 405, was conveyed by the said Howard F. Freeburger and wife to Willism John Bargar and wife, in fee simple.

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

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

be adjusted to date of sale.

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

Respectfully submitted

Standley L. Richardson

Standley L. Richardson
Attorney named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th 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 Standley L. Richardson, Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Helen M. Richardson

Notary Public

ORDER NISI

Standley L. Richardson
Attorney Named in the Mortgage

versus

Walter Jupitz and
Edna G. Jupitz, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,930 Equity

LIBER 129 PAGE 534

Ordered. this 17th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Standley L. Richardson, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

The report states that the amount of sale was $ 7,000.00

George T. Cromwell, Clerk.

True Copy,
FILED
1960 OCT 17 PM 3:10

TEST: ..... Clerk.

(Final Order)

Standley L. Richardson
Attorney Named in the Mortgage

versus

Walter Jupitz and
Edna G. Jupitz, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 22nd day of November Finally, 1960 that the sale made and reported by the 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 Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Dunbeck

FILED
1960 NOV 23 AM 10:53

10

STANDLEY L. RICHARDSON
Solicitor
500 Maryland Trust Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

EQUITY 13,930

EQUITY 13930—DOCKET 19/99

Under and by virtue of the power and authority contained in a Mortgage from Walter Jupitz and Edna G. Jupitz, his wife, to the New Baltimore Loan & Savings Association of Baltimore City, dated April 22, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 828, folio 452 (default having occurred thereunder) the undersigned Attorney will sell at public Auction on the premises on

Friday, Oct. 14, 1960 at 4:00 P. M.

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

BEGINNING for the same at the corner formed by the North side of Carvel Road (30 feet wide), as shown on the Plat of Carvel Beach recorded among the Land Records of Anne Arundel County in W.N.W. No. 2, folio 20, and the west side of a 30 foot road there laid out. said point being courses and distances from the corner between Lots Nos. 115 and 116. as shown on above mentioned Plat; viz: North 54 degrees 32 minutes East 30 feet to the North side of Carvel Road, North 38 degrees 59 minutes West 61.30 feet, thence running and binding on the North side of Carvel Road by a curve to the left with a radius of 492.9 feet for a distance of 228 feet and(with a cord bearing North 56 degrees 7 minutes West 225.65 feet) thence leaving said road and running North 25 degrees 45 minutes East 188 feet, thence South 59 degrees 35 minutes East 225 feet to the West side of the aforementioned 30 foot road, thence running and binding on the West side of said road South 25 degrees 45 minutes West 200 feet to the place of beginning. Containing 1 acre of land, more or less.

Together with the buildings thereon, and all rights, alleys, ways, waters, privileges, apurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a frame dwelling.

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 Ciruit 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.

STANDLEY L. RICHARDSON
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

o-13

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 535

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1960

We hereby certify, that the annexed Attorney's Sale Eq. 13,930 Walter Jupitz

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 October, 1960. The first insertion being made the 23rd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1960 OCT 18 PM 1:31

By H. Tilghman

LIBER 129 PAGE 536

AFFIDAVIT OF NON-MILITARY SERVICE

City of Baltimore
[redacted], } ss:
STATE OF MARYLAND, }

I hereby certify that, on this 31st day of October ,

19 60 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore [redacted]

Standley L. Richardson, Attorney named in the Mortgage

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.)

Walter Jupitz
Edna G. Jupitz, his wife,

At time of foreclosure, Mr. Jupitz was employed at -
Eastern Overall Cleaning Company
2804 Wilkens Avenue
Baltimore, Maryland
and is still employed by the above company.

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 31st day of October , 19 60 .

Notarial Seal

Notary Public.

My Commission will expire on:
May 1, 1961

Filed,

FILED
1960 NOV -1 AM 10:13

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Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 537

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,930 Eqnity

Standley L. Richardson
Attorney Named in the Mortgage

VERSUS

WALTER JUPITZ and
EDNA G. JUPITZ, his wife

Ordered, this 17th day of October, 1960, That the sale of the Property in these proceedings mentioned made and reported by Standley L. Richardson, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

n-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 13,930 Walter Jupitz was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 17721 1960 NOV 15 PM 1:41 By H. Tilghman

13

In the Case of

Standley L. Richardson,
Attorney named in Mortgage

VS.

Walter Jupitz

and

Edna G. Jupitz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,930 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.

April 4, 1961

Laura R. Jablonski
Auditor.

Dr. in ac.

Standley L. Richardson, Attorney named in Mortgage vs. Walter Jupitz and Edna G. Jupitz, his wife.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	244	65	344	65
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	18	00		
			56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	78	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
U.S. Fidelity & Guaranty Co.-bond premium	34	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	235	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Alethea W. Richardson - notary fees	1	50	387	81
To Attorney for Taxes, viz:				
1960 State and County taxes and interest to 11/30/60	110	91	110	91
To Attorney for Benefit Charges, viz:				
1960 Water and Sewer Benefit Charges and Metered water to 12/1/60	40	96	40	96
To New Baltimore Loan & Savings Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	6,248	05	6,248	05
			7,188	38
Amount of mortgage claim filed	8,024	28		
Interest thereon @ 6% from 8/1/60 to 5/5/61 - 9 months 5 days	367	77		
	8,392	05		
Cr. Amount allowed above	6,248	05		
Balance subject to decree in personam	2,144	00		

15

with

Standley L. Richardson, Attorney named in Mortgage

Cr.

1960						
Oct.	14	Proceeds of Sale	7,000	00		
		Interest on deferred payment of $6,500.00 from 10/14/60 to 11/5/60	23	83		
		Interest on deferred payment of $5,500.00 from 11/5/60 to 3/28/61	131	08	7,154	91
		Refund 1960 State and County taxes ($110.91) - 2 months 17 days	23	61		
		Refund 1960 Water and sewer Benefit charge - 2 months 17 days	7	98		
		Refund metered water paid to 12/1/60 - 1 month 17 days	1	88	33	47
					7,188	38

ORDER NISI LIBER 129 PAGE 541

Standley L. Richardson,
Attorney named in Mortgage

VERSUS

Walter Jupitz
and
Edna G. Jupitz, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,930 Equity.

ORDERED, This 7th day of April, 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 15th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of May, 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 MAY 17 PM 12:33

O Bowie Duckett

17

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 542

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Order Nisi - Bud. Acct. Eq. 13930

Walter Jupitz

was published in

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,930 EQUITY

Standley L. Richardson,
Attorney named in Mortgage
versus
WALTER JUPITZ and
EDNA G. JUPITZ, his wife

Ordered, this 7th day of April, 1961, That the Report and Account of Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-27

FILED
1961 MAY -4 PM 3:17

No. M. G. 20192

18.

E-116—1M—3-28-60.

LIBER 129 PAGE 543

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

DONALD R. AMMONS and AUDREY MAE AMMONS,
his wife
112 Buena Vista Avenue, Arnold
Anne Arundel County, Maryland
Defendants

Docket _____ Folio _____

Case No. 14,178

Filed _____

IN THE

CIRCUIT COURT

FOR

[redacted]

ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 29th day of October A.D. 1953 the defendants Executed and delivered to Eastern State Building & Loan Association, Incorporated, a body corporate of the State of Maryland, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $9950.00 and interest as therein mentioned, which mortgage, by mesne assignments, was on July 14, 1954 short assigned unto Metropolitan Life Insurance Company, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

[redacted]

FILED

1961 JAN 17 AM 10:00

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
vs.
DONALD R. AMMONS and
AUDREY MAE AMMONS, his wife

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY.
MARYLAND

PETITIONER'S EXHIBIT No. 1

LIBER 755 PAGE 555

Feb. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MORTGAGE

LIBER 129 PAGE 544

CKB. A.M.A.

THIS MORTGAGE, made this 29th day of October, A. D. 19 53, by and between DONALD R. AMMONS and AUDREY MAE AMMONS, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and EASTERN STATE BUILDING & LOAN ASSOCIATION, INCORPORATED,

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ninety-nine hundred and fifty and No/100ths Dollars ($ 9950.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-five and 31/100ths Dollars ($ 55.31), commencing on the first day of December, 19 53, 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 November, 19 78. 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 and being known as Lot No. 70 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the Mortgagors herein.

#1 FOR VALUE RECEIVED, FEDERAL NATIONAL MORTGAGE ASSOCIATION, acting by and though its Attorney-in-Fact, Arthur A. Gretz, pursuant to Power of Attorney dated March 16, 1951, and recorded in the Clerk's Office for Anne Arundel County, in Land Records Liber JHH No. 627, folio 175, does hereby assign without recourse, representation or warranty, the within Mortgage and the debt thereby secured, unto Baltimore National Bank, Baltimore, Maryland this JUL - 2 1954

Witness:

W. F. JONES

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY [signature] (SEAL)
Arthur A. Gretz
Its Attorney-in-Fact

#2. FOR VALUE RECEIVED, Baltimore National Bank hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company. AS WITNESS the signature of said body corporatate, Assignor, by the hand of N. F. Mueller, its Vice-President, and its corporate seal hereto affixed this 14th day of July 1954.

Witness:

F. W. GEOGHEGAN, ASSISTANT CASHIER

Baltimore National Bank

By [signature]

N. F. Mueller, Vice-President

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

Received for Record 26 Day of July 1954, at 2:40 P.M. and the same day recorded in Liber J. H. H. No. 793 Fol. 543 Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

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LIBER 129 PAGE 545

LIBER 793 PAGE 540

5M—3-61. ML G 113766

(2) SHORT ASSIGNMENT

OF MORTGAGE

FROM

TO

FROM

TO

Received for Record 26 July 1954 at 9:40 o'clock A.M. Same day recorded in Liber 793 No. 193 Folio 543 etc., one of the Land Records of Anne Arundel County, and examined.

Per

JOHN M. HOPKINS, 3rd Clerk.

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

Norge automatic washer, model AW525 .....$250.00

Seriel Number 160975

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 18th 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.

16—49890-8

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

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

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

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

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

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

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

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

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four and one half per centum (4½%) per annum from date of payment and shall be secured by this mortgage.

DHA. A.M.A.

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 four and one half per centum (4½%) per annum 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.

DHA. A.M.A.

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 B. Davidson, , its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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LIBER 793 PAGE 542 LIBER 129 PAGE 547

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

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

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

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

Witness: Edmund S. M. Ward — EDMUND M. WARD

Donald R. Ammons [SEAL]
Donald R. Ammons

Audrey Mae Ammons [SEAL]
Audrey Mae Ammons

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

LIBER 793 PAGE 543

I HEREBY CERTIFY, That on this 29th day of October, 19 53, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DONALD R. AMMONS and AUDREY MAE AMMONS, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Recorded: November 2, 1953
at 1.45 P.M.

Edmund S. M. Ward
EDMUND M. WARD
Notary Public.

FOR VALUE RECEIVED, Eastern State Building & Loan Association, Incorporated hereby assigns the within mortgage to Federal National Mortgage Association this 29th day of October, 1953.

AS WITNESS: the signature of the said body corporate by the hand of Morris Macht, its President, and its corporate seal hereto affixed.

ATTEST:

William B. Davidson
WILLIAM B. DAVIDSON, Secretary

EASTERN STATE BUILDING & LOAN ASSOCIATION
INCORPORATED

By: Morris Macht
Morris Macht, President

Recorded: November 2, 1953 at 1.45 P.M.

STATE OF MARYLAND
MLHG 113766

Mortgage
AND CHATTELS

FROM

Donald R. Ammons and
Audrey Mae Ammons, his wife,

TO

Eastern State Building & Loan Association, Incorporated and short-assignment to FEDERAL NATIONAL MORTGAGE ASSOCIATION

Received for Record 2 June 1953 at 1:45 o'clock P. M.
Same day recorded in Liber 793 Folio 539 &c.,
No. 793 one of the Land Records of A.A. Co.
and examined per
JOHN H. HOPKINS, 3rd, Clerk.
Cost of Record, $

JOHN H. HOPKINS, 3rd, Clerk

730. 14, 178

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff : IN THE CIRCUIT COURT FOR

vs. ANNE ARUNDEL COUNTY

DONALD R. AMMONS and : IN EQUITY
AUDREY MAE AMMONS, his wife
112 Buena Vista Avenue, Arnold
Anne Arundel County, Maryland
Defendants :

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the Mortgage from Donald R. Ammons and Audrey Mae Ammons, his wife, to Eastern State Building and Loan Association, Incorporated, a body corporate of the State of Maryland, dated the 29th day of October, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 793, folio 539, which mortgage, by mesne assignments was on July 14, 1954 short assigned unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 9950.00
Less payments made on account	1947.56
Balance on principal	$ 8002.44
LESS: Credit in expense account	118.83
Net balance on account of principal	$ 7883.61
Interest to February 1, 1961	118.26
Balance due on principal and interest	$ 8001.87

Daily interest is $ .99

METROPOLITAN LIFE INSURANCE COMPANY

BY: _____
J. E. McGURK THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 12th day of January, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared J. E. McGURK, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, 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, the day and year last above written.

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0867700
Qualified in New York County
Commission Expires March 30, 1961

_____
Notary Public

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M-3/60

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

VS.

DONALD R. AMMONS and
AUDREY MAE AMMONS, his wife
112 Buena Vista Avenue, Arnold
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 14,175

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on the 16TH day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore (City) personally appeared JOHN J. NEUBAUER

and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

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

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

Kenneth J. Saeng
Notary Public

John J. Neubauer - Affiant

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E-117—1M—3-28-60.

LIBER 129 PAGE 550

Decree in Circuit Court for Anne Arundel County.

DOCKET _____ FOLIO _____

CASE NO. 14178

FILED _____

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

Vs.

DONALD R. AMMONS and AUDREY MAE AMMONS,
his wife
112 Buena Vista Avenue, Arnold
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 17th day of January in the year nineteen hundred and sixty-one 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 oof the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash~~, all cash, and the unpaid balance of the sale price to bear interest from the ~~the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to~~ day of sale and be paid upon ratification of sale; ~~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 Trustees,~~ and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale 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
1961 JAN 18 PM 3:25

O. Bowie Duckett
JUDGE

8

LIBER 129 PAGE 551

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 10 PAGE 480

Metropolitan Life Insurance Co.

versus

Donald R. Ammons and Audrey Mae Ammons

Equity No. 14,178

BOND OF TRUSTEE TO SELL

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Keyser Building, Baltimore 2, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 - Dollars ($ 10,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 16th day of January in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

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

Metropolitan Life Insurance Co.

versus

Donald R. Ammons and Audrey Mae Ammons

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

Robert J. Neubauer (SEAL)
Robert J. Neubauer

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

1961 JAN 18 AM 11:50

Bond approved this 18th day of January, 1961

George T. Cromwell, Clerk

JOHN J. NEUBAUER
Solicitor
Keyser Buildi--
Baltimore 2, Mi nd

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

Known as No. 112 Buena Vista Avenue, Arnold in the Third Election District of Anne Arundel County, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee vs. Donald R. Ammons and Audrey Mae Ammons, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Tuesday, Feb. 14, 1961
at 4:00 o'clock P. M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known as Lot No. 70 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod g-5, Plat No. 6.

SUBJECT to the payment of an annual ground rent of Eighty-four and 00-100 Dollars ($84.00), payable semi-annually on the 18th days of March and September, in each and every year.

The property is subject to the following:

(1) Conditions, Restrictions, etc. as set forth in a Deed from Jerome Realty Corporation to Charles E. Fennington and wife, dated August 19, 1940 and recorded among the Land Records of Anne' Arundel County in Liber J.H.H. No. 223, folio 114.

(2) Rights of Consolidated Gas, Electric Light and Power Company of Baltimore to erect poles and string wires as set forth in an Agreement with Jerome Realty Corporation, dated January 23, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 133, folio 588.

No. M

10

14,178

OFFIC- OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 552

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1961

We hereby certify, that the annexed

Trustee's Sale

Donald R. Ammons

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 February, 1961. The first insertion being made the 19th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1961 FEB 11 By W. Tilghman

(3) Rights of Consolidated Gas, Electric Light and Power Company of Baltimore to erect poles and string wires as set forth in an Agreement with Jacob L. Cardin and wife, et al, dated May 1, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 768, folio 499.

(4) Conditions, restrictions etc. as set forth in a Deed from Jacob L. Cardin and wife to Belvedere Heights Development Corporation, dated May 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 758, folio 515.

(5) Easement 7 feet in width for installation of water, sewerage and other utilities as reserved in Deed from Jacob L. Cardin and wife to Belvedere Heights Development Corporation, dated May 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 758, folio 515.

The improvements consist of a one and one-half story frame, asbestos shingled dwelling, containing four rooms and one bath with radiant heat, oil fired.

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

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

John J. Neubauer and
Robert J. Neubauer
Trustees
Keyser Building
Baltimore 2, Maryland
LE 9-3212

E. T. Newell & Co., Inc.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

F-9

1M—12-58

LIBER 129 PAGE 554

REPORT OF SALE

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
~~1 Madison Avenue, New York 10, N.Y.~~
VS. Plaintiff

DONALD R. AMMONS and
AUDREY MAE AMMONS, his wife
112 Buena Vista Avenue, Arnold
Anne Arundel County, Maryland Defendants

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

The Report of Sale of John J. Neubauer and Robert J. Neubauer,

Trustees appointed by the decree in the above entitled cause to make sale of leasehold property known as No. 112 Buena Vista Avenue, Arnold, Anne Arundel County, Maryland

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

a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Tuesday the 14th day of February, 1961, at 4:00 o'clock, P. M., attend on the premises and then and there sold the leasehold property to Metropolitan Life Insurance Company, New York 10, New York,

at and for the price of Seven Thousand and 00/100 Dollars ($7,000.00);

it being the highest bidder therefor. Subject to the payment of an annual ground rent of Eighty-four dollars ($84.00), payable in equal semi-annual installments on the 18th days of March and September, in each and every year.

John J. Neubauer Trustee

Robert J. Neubauer Trustee.

1961 FEB 16 AM 10 10

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

I Hereby Certify, that on this 15th day of February, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS, my hand and notarial seal.

Kenneth J. Gaeng Notary Public

KENNETH J. GAENG

ORDER NISI

LIBER 129 PAGE 555

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

versus

DONALD R. AMMONS and AUDREY MAE AMMONS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,178 Equity

Ordered, this 16th day of February, 1961, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of March next.

The report states that the amount of sale was $ $7,000.00

George T. Cromwell, Clerk.

True Copy,
FILED: Feb 16 1961
10:10 A.M.

TEST: _____ Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

versus

DONALD R. AMMONS and AUDREY MAE AMMONS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 30th day of March, 1961 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Brian Duckett
JUDGE.

FILED
1961 MAR 30 PM 12:41

OFFIC[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 556

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1961

We hereby certify, that the annexed

Order Nisi

Eq 14,178

Donald R. Ammons

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 March, 1961. The first insertion being made the 23rd day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

Order Nisi
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,178 Equity

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
versus
DONALD R. AMMONS and AUDREY MAE AMMONS, his wife

Ordered, this 16th day of February, 1961. That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of March next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-16

FILED
1961 MAR 27 PM 2:39

No. M. G. 19-78 By H. Tilghman

13

LIBER 129 PAGE 557

In the Case of

Metropolitan Life Insurance Company, Assignee

VS.

Donald R. Ammons

and

Audrey Mae Ammons, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,178 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. Bikling

Auditor.

April 10, 1961

14

Dr. Metropolitan Life Insurance Company, Assignee vs. Donald R. Ammons and Audrey Mae Ammons, his wife in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	241	58	291	58
To Trustees for Court costs,, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	103	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	25		
U.S. Fidelity & Guaranty Co.-bond premium	20	00		
E.T. Newell & Co. - auctioneer's fee	35	00		
Clerk of Court - recording assignment		75		
Federal lien judgment reports	3	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Kenneth J. Gaeng - notary fees	1	00		
Clerk of Court - recording order to enter case to use of V.A.	1	75	217	54
To Trustees for Taxes, viz:				
1961 State and County taxes - 1 month 14 days	14	25	14	25
To Trustees for Benefit Charges, viz:				
1961 Water and Sewer benefit charge - 1 month 14 days	3	50		
Metered water from 10/1/60 to 2/14/61	8	00	11	50
To Trustees for Ground Rent, viz:				
Ground rent due 3/13/61 ($42.00) - 4 months 27 days	34	29	34	29
To Metropolitan Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	6,422	84	6,422	84
			7,052	50
Amount of mortgage claim filed	8,001	87		
Interest on principal balance from 2/1/61 to 5/15/61 - 104 days @ $.99 per day	100	43		
	8,102	30		
Cr. Amount allowed above	6,422	84		
Balance subject to decree in personam	1,679	46		

15.

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

1961							
Feb.	14	Proceeds of Sale		7,000	00		
		Interest on deferred payment of					
		$6,500.00 - 1 month 15 days		52	50	7,052	50
						7,052	50

ORDER NISI LIBER 129 PAGE 560

Metropolitan Life Insurance Company, Assignee

VERSUS

Donald R. Ammons

and

Audray Mae Ammons, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,178 Equity.

ORDERED, This 11th day of April, 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 15th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of May, 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 MAY 17 PM 12:33

V. Brice Duckett

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 561

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Order Nisi - Auditor's Acct. - Eq. 14,178

Donald R. Ammons

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of May, 1961. The first insertion being made the 13th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,178 EQUITY
Metropolitan Life Insurance Company Assignee
versus
DONALD R. AMMONS and
AUDREY MAE AMMONS, his wife

Ordered, this 11th day of April, 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 15th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-29

FILED

1961 MAY -4 PM 3:18

No. M. G. 19

18

LIBER 129 PAGE 562

THEODORE DEBRODEY, JR. Marley Neck Glen Burnie, Maryland	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife RFD, Box 227 Point Pleasant Baltimore 25, Maryland and all persons having or claiming to have any interest in the property known as Lots Nos. 7 and 8, Block C, Glendale Terrace, Fifth Election District, Anne Arundel County	*	ANNE ARUNDEL COUNTY No. 14,185 Equity

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, by his solicitors, McWilliams and Melvin, complaining says:

1. On or about the 23rd day of August, 1960, a Certificate of Tax Sale was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners for Anne Arundel County and, as will appear thereon, was assigned by the County Commissioners for Anne Arundel County to the Plaintiff herein insofar as said Certificate pertains to Lots Nos. 7 and 8, Block C, Glendale Terrace. Attached hereto as Exhibit "A" is the Certificate of Tax Sale and assignment thereof.

2. The property mentioned in said Certificate is described as follows:

Lots Nos. 7 and 8, Block C of Glendale Terrace, Fifth Election District, Anne Arundel County.

3. Said property has not been redeemed by any party in interest, although more than one (1) year from the date of sale has expired.

FILED

1961 JAN 19 AM 11:37

4. The Plaintiff prays for process directed to the above named Defendants.

5. The Plaintiff prays for an Order of Publication directed to all parties in interest in the property.

6. To redeem the property it is necessary for the Defendants to pay the sum of $4.29, with interest from October 11, 1948, all taxes, interest and penalties accruing subsequent to the day of sale which have been actually paid by the Plaintiff, and any reimbursement due the Plaintiff under Sections 93, 110 and 111 of Article 81 of the Annotated Code of Maryland, 1957 Edition.

7. The Plaintiff prays the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to the property.

And, as in duty bound, etc.

McWilliams and Melvin

by Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
212 Duke of Gloucester St.
Annapolis, Maryland
Colonial 3-2658
Solicitors for Plaintiff

Theodore Debrodey Jr
Theodore Debrodey, Jr., Plaintiff

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 18th day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THEODORE DEBRODEY, JR., the Plaintiff herein, and made oath in dur form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Melissa L Cullen
Notary Public

2

Case # 6039

LIBER 129 PAGE 564

Nº 3014-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr., successor to Joseph H. Grason, Jr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1948, I sold to A.A. County at public auction for the sum of 8 Dollars and 58 Cents, of which $8.58 Dollars has been paid as a deposit on the property in Dist. 5 described as Lots 7-8-27-28, Block C, situated at Glendale Terrace

and assessed to Jos. & Josephine Abertelli

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, 1949, 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 23 day of August 1960

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 23rd day of ~~October~~ August, 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. Lewis
Notary Public.

My Commission Expires May 1, 1961

FILED

1961 JAN 19 AM 11:37

3

Plaintiff's Exhibit "A"

LIBER 129 PAGE 565

ASSIGNMENT

For and in consideration of the sum of ONE THOUSAND ONE HUNDRED FIFTY DOLLARS ($1,150.00), the receipt whereof is hereby acknowledged, the County Commissioners of Anne Arundel County hereby grant, convey and assign, all their right, title and interest in and to Lots 7 and 8, Block C, Glendale Terrace, and all their right, title and interest in and to the Certificate of Tax Sale (No. 3014-B) dated 23 August 1960, as it pertains to said Lots 7 and 8, to and unto Theodore Debrodey, Jr., his heirs and assigns.

WITNESS the corporate name of COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY by Frank W. Wilde, its President, and its corporate seal duly attested by Lucy F. Loskosky, Clerk, this 30th day of August, 1960.

ATTEST:

Lucy F. Loskosky, Clerk

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 30th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared FRANK W. WILDE, President of County Commissioners for Anne Arundel County, and he acknowledged the foregoing Assignment to be the act of the said COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY.

WITNESS my hand and Notarial Seal.

Evelyn M. Brettchen
Notary Public

4

McWILLIAMS AND MELVIN
Solicitors
Annapolis, Maryland

LIBER 129 PAGE 566

THEODORE DEBRODEY, JR. Marley Neck Glen Burnie, Maryland	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife RFD, Box 227 Point Pleasant Baltimore 25, Maryland and all persons having or claiming to have any interest in the property known as Lots Nos. 7 and 8, Block C, Glendale Terrace, Fifth Election District, Anne Arundel County	*	ANNE ARUNDEL COUNTY No. 14,185 Equity

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland, to the County Commissioners for Anne Arundel County and subsequently sold by said County Commissioners to the Plaintiff in the proceeding:

Lots Nos. 7 and 8, Block C, of Glendale Terrace, Fifth Election District, Anne Arundel County.

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

It is thereupon, this 19th day of January, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 30th day of March, 1961, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

[illegible] JAN 19 [illegible]

5

George T. Cromwell
George T. Cromwell, Clerk

McWILLIAMS AND MELVIN
Solicitors
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,185 Equity

THEODORE DEBRODEY, JR.
Marley Neck
Glen Burnie, Maryland

vs.

JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife
RFD, Box 227
Point Pleasant
Baltimore 25, Maryland
and all persons having or claiming to have any interest in the property known as Lots Nos. 7 and 8, Block C, Glendale Terrace, Fifth Election District, Anne Arundel County

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland, to the County Commissioners for Anne Arundel County and subsequently sold by said County Commissioners to the Plaintiff in the proceeding:

Lots Nos. 7 and 8, Block C, of Glendale Terrace, Fifth Election District, Anne Arundel County.

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

It is thereupon, this 19th day of January, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 30th day of March, 1961, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-16

6

1961 FEB 28 PM 4:03

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 567

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,185

Joseph Abertelli

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 March, 1961. The first insertion being made the 26th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 129 PAGE 568

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this Fourth day of April ,
19 61 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Ridgely P. Melvin, Jr., attorney for

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.)
that he has made inquiries regarding the defendants and that he believes and therefore avers that the defendants are

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this Fourth day of April , 19 61 .

Notarial Seal

Melissa L. Cullen
Notary Public

My Commission will expire on: May 1, 1961

Filed,

FILED
1961 APR -4 AM 11:17

1.

THEODORE DEBRODEY, JR. Marley Neck Glen Burnie, Maryland	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife RFD, Box 227 Point Pleasant Baltimore 25, Maryland and all persons having or claiming to have any interest in the property known as Lots Nos. 7 and 8, Block C, Glendale Terrace, Fifth Election District, Anne Arundel County	*	ANNE ARUNDEL COUNTY No. 14,185 Equity

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order, and that the defendants having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them,

And it further appearing the subpoenas issued out of this cause to the defendants, Joseph Abertelli and Josephine Abertelli, his wife, have been returned twice "Non Est", as will more fully appear from the Sheriff's returns filed herein,

It is, thereupon, this 10th day of April, 1961, by the Circuit Court for Anne Arundel County, Maryland, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby, taken Pro Confesso against said defendants.

Matthew S. Evans
Judge

FILED
1961 APR 10 PM 10:25

8

THEODORE DEBRODEY, JR. Marley Neck Glen Burnie, Maryland	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife RFD, Box 227 Point Pleasant Baltimore 25, Maryland and all persons having or claiming to have any interest in the property known as Lots Nos. 7 and 8, Block C, Glendale Terrace, Fifth Election District, Anne Arundel County	*	ANNE ARUNDEL COUNTY No. 14,185 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 Article 81 of the Annotated Code of Maryland (1957 Edition),

It is, thereupon, this 16th day of May, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, from or under them, in and to the property described in this proceeding as having been sold to the County Commissioners of Anne Arundel County on the 11th day of October 1948, for non-payment of taxes, and thereafter assigned to the Plaintiff herein on the 30th day of August 1960, be, and the same are hereby, barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and

FILED

1961 MAY 16 PM 12:13

9.

descents occurring prior to this decree, as well as all encumbrances thereon (except unpaid taxes accruing subsequent to said date of sale and the public assessments to which the same is subject) is hereby vested in the Plaintiff.

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

4. That the Plaintiff shall pay the costs of this proceeding.

Matthew S. Crane
Judge

10

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ERNEST M. BECK and

FRANCES M. BECK, his wife

Docket 19 Folio 254

Case No. 14,186

Filed .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 20th day of July A.D. 1956 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,300.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your petitioner files herewith an Affidavit made by Dwight F. Brunk, Vice-President of Aurora Federal Savings and Loan Association, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "Petitioner's Exhibit No.2" and prayed to be taken as a part of this petition.

That default has now occurred in the performance of the covenants of said Mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid 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.

William F. Podlich

William F. Podlich

Attorney for Plaintiff

FILED

1961 JAN 21 AM 9:14

PETITIONER'S EXHIBIT NO. 1

LIBER 129 PAGE 573

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD LIBER 1050 PAGE 91

This Mortgage, made this - 20th - day of July ,

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

ERNEST M. BECK and FRANCES M. BECK, his wife, ---------- of

Anne Arundel County ---------- , in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said

ERNEST M. BECK and FRANCES M. BECK, his wife, ----------

the sum of TEN THOUSAND THREE HUNDRED & 00/100 ($10,300.00) ---------- 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 five & one-half (5½%) per cent per annum, in the manner following:

By the payment of SIXTY-THREE & 30/100 ($63.30) ---------- dollars on or before the - 20th - 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:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: 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.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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 ERNEST M. BECK and FRANCES M. BECK, his wife, ----------

do(~~th~~) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County ----------

State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-two (132), situated at the southwest intersection of Montgomery Drive and Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being now known as No. 1222 Montgomery Drive.

BEING the same lot of ground described in a Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from THE DIXIE CORPORATION unto the Mortgagors herein.

FILED

1951 JAN 21 AM 9:14

2

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 mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Eight & 00/100 ($108.00) Dollars, payable in even and equal half-yearly installments on the 4th days of June and December in each and every year.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

II. 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.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. 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 such 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.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. 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, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, 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. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. 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.

VIII. 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.

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

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) 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.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, 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 Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or 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, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

4.

5.

LIBER 129 PAGE 576

LIBER 1050 PAGE 94

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

Ernest M. Beck (SEAL)
Ernest M. Beck

Thelma B. Breeden
(Thelma B. Breeden)

Frances M. Beck (SEAL)
Frances M. Beck

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this - 20th - day of July 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 Baltimore City, personally appeared ERNEST M. BECK and FRANCES M. BECK, 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, ---------- JOHN L. FISHER ---------- President of Aurora 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.

Thelma B. Breeden
(Thelma B. Breeden) Notary Public.

My commission expires on May 6, 1957.

Rec'd for record Aug. 1, 1956, at 3:02 P.M.
Mailed to Podlich & Podlich

(3) K

MORTGAGE

FROM

ERNEST M. BECK and

FRANCES M. BECK, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record ... 19... at ... o'clock ... M. and recorded in Liber ... folio ... of the Land Records of ... Clerk.

RECORDED FOR RECORD IN LIBER 6130 FOLIO 94
AUG - 1 PM 3:02
ARMED RECORDS OF
LAND RECORDS COMPTR
REC'D FOR RECORD
AUG 1 1956
at 3:02 P.M.
and recorded per
Chas. T. GROMWELL, CLERK

Same day recorded in Liber 1050 folio 94 and examined per

Cost of Record $ ...

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot No. 132, Section Five of LEHIGH
1222 Montgomery Drive

Description approved
DB - AB

Execution approved
WM

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

PETITIONER'S EXHIBIT NO. 2

LIBER 129 PAGE 577

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ERNEST M. BECK and FRANCES M. BECK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant~~/s~~ are not in the military service of the United States,

(2) said defendant~~/s~~ are not in the military service of any nation allied with the United States,

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

(4) said defendant~~/s~~ are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

x Dwight F. Brunk
Affiant.

Subscribed and sworn to before me this 19th day of January 19 61.

Elsie Curtis
Notary Public

FILED JAN 21 [illegible]

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ERNEST M. BECK and FRANCES M. BECK, his wife

DOCKET ..... FOLIO .....
CASE NO. 14186
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

LIBER 129 PAGE 578

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from ERNEST M. BECK and FRANCES M. BECK, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 20th day of July, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1050, Folio 91, secured by the leasehold premises known as 1222 Montgomery Drive (Lot No. 132, Section 5, LEHIGH).

Original Loan	$ 10,300.00
Amount repaid	873.18
Loan Balance	$ 9,426.82
Interest to 2/17/61	230.14
	$ 9,656.96
Credit Expense Deficit	29.46
	$ 9,686.42

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk

Dwight F. Brunk, Vice-President

Aurora Federal Savings and Loan Association INCORPORATED 1885

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 19th day of January in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK,

Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal,

Elsie Curtis

Notary Public.

MY COMMISSION EXPIRES JAN 21 19[illegible]

ELSIE CURTIS

7

DOCKET ..... FOLIO .....

CASE No. 14,186

FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

ERNEST M. BECK and

FRANCES M. BECK, his wife

LIBER 129 PAGE 579

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 24th day of January in the year nineteen hundred and sixty-one by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William F. Podlich 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 Ten Thousand Five Hundred ($10,500.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; 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, and recorded, according to law, convey to the purchaser(s) his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Approximate Value of Property $10,500.00

O Brien Duckett

Judge

1961 JAN 24 PM 1:51

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 10 PAGE 505

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 14,186 Equity

LIBER 129 PAGE 580

Aurora Federal Savings & Loan Association

versus

Ernest M. Beck and Frances M. Beck, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Five Hundred and 00/100 - Dollars ($ 10,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 16th day of February in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings & Loan Association

versus

Ernest M. Beck and Frances M. Beck, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden William F. Podlich 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.

Witness Elsie Curtis
Elsie Curtis

William F. Podlich (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By Robert J. Noeth
Robert J. Noeth
Attorney in fact

Bond approved this 16th day of February, 1961
George T. Cromwell, Clerk

FILED
1961 FEB 16 AM 10:09

9

LIBER 129 PAGE 581

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
VS	:	FOR
	:	ANNE ARUNDEL COUNTY
ERNEST M. BECK and	:	
FRANCES M. BECK, his wife	:	DOCKET 19 FOLIO 254
		EQUITY NO. 14,186

: : : : : : : : : : :

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 17th day of February, 1961, the undersigned Auctioneer did sell the leasehold property known as 1222 Montgomery Drive (Lot 132, Section 5, LEHIGH) (as described in the attached advertisement of sale) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE unto BENJAMIN J. WOOD

at and for the sum of Ten Thousand Four Hundred 00/100 -- ($10,400.00) ------ Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

E. T. NEWELL & CO., INC.

By _____
Its President - Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 17th day of February, 1961, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from WILLIAM F. PODLICH, Trustee, at and for the sum of Ten Thousand Four Hundred ($10,400.00) ------ Dollars, of which the sum of Five Hundred and 00/100 ($500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

_____ Benjamin J. Wood

FILED

1961 FEB 23 AM 9:35

10

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	NO. 14,186 - EQUITY
	:	IN THE
vs	:	CIRCUIT COURT FOR
ERNEST M. BECK, and	:	ANNE ARUNDEL COUNTY
FRANCES M. BECK, his wife	:	DOCKET 19, FOLIO 254

: : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold premises 1222 Montgomery Drive (Lot No. 132 Plat of Section Five of LEHIGH, in the 3rd Election District of Anne Arundel County,) in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee WILLIAM F. PODLICH did pursuant to said notice on Friday, the 17th day of February, 1961, at 2:30 o'clock P.M. attend on the premises and then and there sold at Public Auction the property above referred to, unto Benjamin J. Wood, for the sum of Ten Thousand Four Hundred ($10,400.00) Dollars, being, at that figure the highest bidder therefor, to be paid in cash upon ratification ofsaid Sale; the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by The Capital-Gazette Press, Inc., and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he had received from the Purchaser, the deposit of Five Hundred ($500.00) Dollars required by the terms of said Sale, and has also obtained the written agreement of the Purchaser to comply with the other said terms, same being as set out in said Advertisement annexed hereto.

FILED

1961 FEB 23 AM 9:35

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11

Said Trustee reports further that said property, so sold, was not owned by any individual whose Military Status could or might affect the right of said Trustee to make said Sale.

Said Trustee files herewith a Certificate of the Auctioneer who conducted sale Sale, and a Certificate of the Purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on 20th day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

ELSIE CURTIS

42

ORDER NISI

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

ERNEST M. BECK, and FRANCES M. BECK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,186 Equity

LIBER 129 PAGE 584

Ordered, this 23rd day of February, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of April next.

The report states that the amount of sale was $ 10,400.00

FILED 1961 FEB 23 AM 9:35

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

ERNEST M. BECK, and FRANCES M. BECK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 5th day of April, 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. Bowie Duckett

JUDGE.

FILED

1961 APR -6 PM 3:47

13

WILLIAM F. PODLICH
Solicitor
301 Aurora Federal Build
Baltimore 1, Maryland

Trustee's Sale

OF

VALUABLE LEASEHOLD PROPERTY

1222 Montgomery Drive
(BEING Lot No. 132 on Plat of Section 5 of LEHIGH, in the Third Election District of Anne Arundel County)

By Decree of the Circuit Court of Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises on

Friday, Feb. 17, 1961
at 2:30 o'clock P. M.

All that leasehold lot of ground and premises situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-two (132), situated at the southwest intersection of Montgomery Drive and Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being now known as No. 1222 Montgomery Drive.

SUBJECT to an annual ground rent of One Hundred and Eight ($108.00) Dollars.

IMPROVED by a one story brick dwelling containing seven rooms and one and one-half baths, and with carport.

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

TERMS: CASH upon ratification of sale by the Court; all taxes, ground rent, and other public dues and charges, are to be adjusted to date of Sale, and all annual benefit charges or assessments imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefore has been actually levied or not, shall be paid by the Seller to the date of Sale, or allowance made therefore to the Buyer to said date and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

DEPOSIT of $500.00 required at sale; balance to bear interest at 6 per cent from date of sale.

WILLIAM F. PODLICH
Trustee
E. T. NEWELL & CO., INC.
Auctioneers

F-16

14,186

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 585

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 19 61

We hereby certify, that the annexed

Trustee's Sale

1222 Montgomery Drive,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of February, 19 61. The first insertion being made the 26th day of January, 19 61.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Feighnass

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 586

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,186

Ernest M. Beck

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 April, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAR 29 By [illegible]

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,186 Equity
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
versus
ERNEST M. BECK, and FRANCES M. BECK, his wife

Ordered, this 23rd day of February, 1961, That the sale of the Property in these proceedings mentioned made and reported by William F. Podlich, Trustee, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 3rd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of April next.

The report states that the amount of sale was $10,400.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-23

No. M. G. 19618

15

In the Case of

Aurora Federal Savings and Loan Association, a body corporate

vs.

Ernest M. Beck and Frances M. Beck, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,186 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.

April 13, 1961

FILED

1961 APR 17 AM 9:44

13

Dr. Aurora Federal Savings and Loan Association, a body corporate vs. Ernest M. Beck and Frances M. Beck, his wife in ac.

To Trustee for Fee, viz:	35	00		
To Trustee for Commissions, viz:	344	52	379	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 and two copies	22	50	60	50
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		
U.S. Fidelity & Guaranty Co.-bond premium	42	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	75	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	11	55		
Elsie Curtis - notary fees	1	50	232	83
To Trustee for Taxes, viz: 1961 State and County taxes - adjusted to 2/17/61	22	28	22	28
To Trustee for Benefit Charges, viz: 1961 water and sewer benefit charges	69	62		
Metered water to 2/17/61	41	90	111	52
To Trustee for Ground Rent, viz: Ground rent from 12/4/60 to 2/17/61 - 2 months 13 days	21	90	21	90
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,716	13	9,716	13
			10,544	68
Amount of mortgage claim filed	9,686	42		
Interest @ 5½% on principal balance of $9,426.82 from 2/17/61 to 5/22/61 - 3 months 5 days	136	83		
	9,823	25		
Cr. Amount allowed above	9,716	13		
Balance subject to decree in personam	107	12		

17

with

William F. Podlich, Trustee

Cr.

1961					
Feb.	17	Proceeds of Sale	10,400	00	
		Interest on deferred payment of $9,900.00 to 4/7/61 - 1 month 21 days	84	15	10,484 15
		Refund 1961 water and sewer benefit charges ($69.62) - 10 months 13 days	60	53	60 53
					10,544 68

ORDER NISI LIBER 129 PAGE 590

Aurora Federal Savings & Loan Association, a body corporate

VERSUS

Ernest M. Beck

and

Frances M. Beck, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,136 Equity.

ORDERED, This 17th day of April, 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 22nd day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of May next.

George T Crosmill

FILED
1961 APR 17 AM 9:44

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of May, 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 MAY 23 PM 12:27

Matthew P. Crane

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 591

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,186 Equity
AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate

versus

ERNEST M. BECK and FRANCES M. BECK, his wife

Ordered, this 17th day of April 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 22nd day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq 14,186

Ernest M. Beck

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 22nd day of May, 1961. The first insertion being made the 20th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -8 PM 3:56

By Marie Tate

No. M.G. 20459

21

LIBER 129 PAGE 592

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife,	*	Docket Folio
	*	Case No. 4093 Equity
Defendants	*	Filed

* * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, by its attorney, Charles T. Albert, respectfully represents:

That on the 1st day of May, 1956, the Defendants executed and delivered to Connecticut General Life Insurance Company, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $11,250.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of the Petition.

That the Defendants have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Charles T. Albert

Charles T. Albert, Attorney for Plaintiff

FILED

1960 NOV 12 AM 9:46

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 129 PAGE 593

LIBER 1022 PAGE 553

MARYLAND

MORTGAGE

No: 14,093 Equity

THIS Purchase Money MORTGAGE, made this First day of May, A. D. 1956, by and between LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife - - - - - - - -

of Anne Arundel County - - - - - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and CONNECTICUT GENERAL LIFE INSURANCE COMPANY * * - - - - - - - - -,

a corporation organized and existing under the laws of the State of Connecticut - - - - - - - - hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~ * is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Eleven Thousand Two Hundred Fifty and No/100 - - - - - - - - - Dollars ($ 11,250.00), 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 Connecticut General Life Insurance Company - - - - - - - - - - -, in Hartford, Connecticut - - - - - - - - - ~~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 and 04/100 - - - - - - - - - - - - - - - - Dollars ($57.04), commencing on the first day of June, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 19 86. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Lot Number Nine (9), (Edelmar Drive,) Tyler Heights, as shown on a Plat of Tyler Heights, recorded among the Plat Records of Anne Arundel County in Plat Book Number 26, folio 27.

BEING the same property described in a Lease from The Adams Enterprises, Incorporated, to Louis George Heckner, Jr., and Audrey L. Heckner, his wife, dated the First day of May, 1956, and recorded among the Land Records of Anne Arundel County immediately prior hereto.

"PETITIONER'S EXHIBIT NO. 1"

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

1960 NOV 12 AM 10:15

16—49890-8

2

The mortgager agrees that should the note and mortgage not be eligible for guaranty by the Administrator for Veterans Affairs within thirty days from the date hereof or should any officer or authorized agent of the said Administrator at any time claim a defense, whether in whole or in part against any guaranty previously given, the mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

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, wall-to-wall carpeting, 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, tubings, 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, Subject, However, to the payment of the annual ground rent of One Hundred Twenty and No/100)$120.00) Dollars payable in equal half yearly installments on the First days of November and May of 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.

15—43890-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or R. Tilghman Brice, III, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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LIBER 129 PAGE 596

LIBER 1022 PAGE 556

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: R. Tilghman Brice, III

Louis George Heckner, Jr. [SEAL]

Louis George Heckner, Jr.

[SEAL]

Audrey L. Heckner [SEAL]

Audrey L. Heckner

[SEAL]

STATE OF MARYLAND, Anne Arundel County to wit: LIBER 1022 PAGE 557

I HEREBY CERTIFY, That on this day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Louis George Heckman, Jr. and Audrey L. Heckman, his wife - - - - - - - - - - - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared R. Tilghman Brice, III, 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.

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Jones

Barbara Ann Jones Notary Public.

Rec'd for record May 2, 1956 at 9.39 A.M. "O.P."

Mailed to R. Tilghman Brice, III

2 A OP

STATE OF MARYLAND

Mortgage

FROM

LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife

TO

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

Received for Record 19 at o'clock M. Same day recorded in Liber &c., Folio One of the Land Records of ..... Examined per ....., Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 MAY 2 AM 9:39 & RECORDED IN LIBER GTC NO. 1022 OF 10 553 GEO. G. GROVE, CLERK.

Cost of Record, $ 14.50

U. S. GOVERNMENT PRINTING OFFICE 16—40000-4

Return to: R. Tilghman Brice, III Lee Building Annapolis, Maryland

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife, Defendants	*	Docket Folio Case No. 14093 Equity Filed

* * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared HARRY H. BATCHELOR, Vice President of the James W. Rouse & Company, Incorporated, and made oath in due form of law that he knows of the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Harry H. Batchelor,
Vice President of James W.
Rouse & Company, Incorporated

Subscribed and sworn to
before me this 11th day of
November, 1960.

Notary Public

My commission expires:
May 1, 1961

FILED
1960 NOV 12 AM 9:46

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife,	*	Docket Folio Case No. 14,095 Equity
Defendants	*	Filed

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of November 1, 1960

Louis George and Audrey L. Heckner
11 Edelmar Drive
Annapolis, Maryland

Original amount of mortgage		$11,250.00
LESS		
Total principal payments		797.31
		10,452.69
PLUS		
Interest due from June 1, 1960 through November 1, 1960 at 4-1/2% on $10,452.69	$197.30	
Late charges from July, August, September and October at $3.66	14.64	
Advance for ground rent	42.42	254.36
TOTAL MORTGAGE DEBT CLAIMED		$10,707.05

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 7th day of November, 1960, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry H. Batchelor, Vice President of the James W. Rouse & Co., Inc. and agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of November 1, 1960, to the said Connecticut General Life Insurance Company.

AS WITNESS my hand and Notarial Seal.

Virginia Lee Clifford
Notary Public

My commission expires:
May 1, 1961

FILED
1960 NOV 12 AM 9:46

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	*	Docket ____ Folio ____ Case No. 14093 Filed ____

* * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 14th day of November 1960, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles T. Albert and Wm. Holland Wilmer, II, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eleven Thousand Dollars ($11,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale at the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1958 Ed.) Rule 1391 §e(1) (b) (1), of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of sale price to bear interest from the day of sale

and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sole, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Emmert
Judge

9

LIBER 129 PAGE 601

LIBER 10 PAGE 436

No. 14,093 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

315917

Know All Men By These Presents:

THAT WE, Charles T. Albert and Wm. Holland Wilmer II - #900 First National Bank 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 ELEVEN THOUSAND AND 00/100 - - - - - - - - - Dollars ($ 11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th - - - - - day of November in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Charles T. Albert and Wm. Holland Wilmer II

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Md.

has been appointed Trustees to sell #11 Edelmar Drive, Tyler Heights, Annapolis, Md.

mentioned in the proceedings in the case of

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

vs.

LOUIS GEORGE HECKNER JR. AND AUDREY L. HECKNER his wife -

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert and Wm. Holland Wilmer II do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary Celeste Barlow
MARY CELESTE BARLOW

Mary Celeste Barlow
MARY CELESTE BARLOW

Charles T. Albert (SEAL)
Charles T. Albert

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer II

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

As to Surety:

M. S. Kraus

1-307-Md. Trustee—Receiver 500-7-47

1960 NOV 19 PM 10:34

Bond approved this 19 day of November 1960

George T. Cromwell, Clerk

10

PIPER and MARBURY
Solicitors
900 First National Bank Building
Baltimore 2, Maryland

Trustees' Sale

LEASEHOLD PROPERTY

By virtue of a decree of the Circuit Court of Anne Arundel County passed on this 15th day of of November, 1960, in the case entitled "Connecticut General Life Insurance Company vs. Louis George Heckner, Jr. and Audrey L. Heckner, his wife," the undersigned Trustees will sell at public auction at the premises on

Monday, Jan. 9, 1961
at 11 A. M.

The property is described as follows:

"Lot Number Nine (9), (Edelmar Drive). Tyler Heights, as shown on a Plat of Tyler Heights, recorded among the Plat Records of Anne Arundel County in Plat Book Number 26, folio 27." For a more complete description see the mortgage from Louis George Heckner, Jr. and Audrey L. Heckner, his wife, to Connecticut General Life Insurance Company, dated the 1st day of May, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1022, Folio 553.

SUBJECT to an annual ground rent of $120.00.

THE IMPROVEMENTS consist of an attractive one story, detached, frame and brick ranch type dwelling containing 6 rooms. There are a bath and three bedrooms. There is a carport.

The improvements thereon are known as 11 Edelmar Drive, Annapolis, Maryland.

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

TERMS: A cash deposit of $1,000.00 will be required by purchase at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to day of sale.

Charles T. Albert and
Wm. Holland Wilmer, II,
Trustees

J-5

No. 11

14,073

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 602

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1961

We hereby certify, that the annexed

Trustee's Sale

Louis George Heckner, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of January, 1961. The first insertion being made the 15th day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

PIPER and MARBURY
Solicitors
300 First National Bank Building
Baltimore 2, Maryland

Trustees' Sale

LEASEHOLD PROPERTY

By virtue of a decree of the Circuit Court of Anne Arundel County passed on this 15th day of of November, 1960, in the case entitled "Connecticut General Life Insurance Company vs. Louis George Heckner, Jr. and Audrey L. Heckner, his wife," the undersigned Trustees will sell at public auction at the premises on

Monday, Jan. 9, 1961
at 11 A. M.

The property is described as follows:

"Lot Number Nine (9), (Edelmar Drive), Tyler Heights, as shown on a Plat of Tyler Heights, recorded among the Plat Records of Anne Arundel County in Plat Book Number 25, folio 27." For a more complete description see the mortgage from Louis George Heckner, Jr. and Audrey L. Heckner, his wife, to Connecticut General Life Insurance Company, dated the 14 day of May, 19[illegible] and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1022, [illegible].

SUBJECT to an annual ground [illegible] of $[illegible].

THE IMPROVEMENTS consist of one attractive one story, detached, frame and brick ranch type dwelling containing 6 rooms, [illegible] bath and three bedrooms. There is a carport.

The improvements thereon are known as 11 Edelmar Drive, Annapolis, Maryland.

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

TERMS: A cash deposit of $1,000.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other charges, public or otherwise, including special paving taxes, if any, will be adjusted to [illegible].

Charles T. Albert and
Wm. Holland Wilmer, II,
Trustees

J.S

LIBER 129 PAGE 603

CONTRACT OF SALE

JANUARY, 9TH, 1961

I/We WILL H. CORBIN AND ETHEL G. CORBIN have this day purchased at Public Auction for the price of $ 11,300.00 the property No. 11 EDELMAR DRIVE, ANNAPOLIS, MARYLAND from CHARLES T. ALBERT AND WM. HOLLAND WILMER II. TRUSTEES, of which a deposit of $ 1000.00 Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court of ANNE ARUNDEL COUNTY.

All rents, taxes and expenses to be adjusted to date of SALE (JANUARY 9TH 1961).

JANUARY 5TH, 1961 advertisement of MARYLAND GAZETTE, is hereby incorporated herein.

Signed: Will H. Corbin (Seal)
Purchaser
Ethel G. Corbin
by Will H. Corbin (Seal)
Purchaser

Charles T. Albert (Seal)
Trustee

Wm. Holland Wilmer (Seal)
Trustee

Witness:
as to signatures and
receipt of deposit.

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CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	*	Docket_____ Folio_____ Case No. 14,093 Filed_____

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

REPORT OF SALE

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

The Report of Sale of Charles T. Albert and Wm. Holland Wilmer, II, Trustees appointed by a decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Monday, January 9, 1961 at 11:00 A.M., sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the 1st day of May, 1956, and delivered to Connecticut General Life Insurance Company and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1022, folio 553.

And your Trustees sold said property unto Will H. Corbin and Ethel G. Corbin, his wife, at and for the sum of $11,300.00, said persons being at that price the highest bidders therefor.

13

AND, as in duty bound, etc.

Charles T. Albert (SEAL)
Charles T. Albert, Trustee

Wm. Holland Wilmer (SEAL)
Wm. Holland Wilmer, II, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 10th day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES T. ALBERT and WM. HOLLAND WILMER, II, Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Celeste Barlow
MARY CELESTE BARLOW Notary Public

My commission expires: 5-1-61

14

LIBER 129 PAGE 606

ORDER NISI

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

versus

LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,093 Equity

Ordered, this 11th day of January, 1961, That the sale of the ~~property in~~ these proceedings mentioned made and reported by Charles T. Albert and Wm. Holland Wilmer, II, Trustees

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.

The report states that the amount of sale was $11,300.00

George T. Cromwell Clerk.

True Copy,
FILED: 1961 Jan 11 AM 10:17

TEST: _____ Clerk.

(Final Order)

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

versus

LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 21 day of February, 1961 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1961 FEB 21 PM 3:49

15

LIBER 10 PAGE 490

LIBER 129 PAGE 607

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

315917 ADDITIONAL BOND
Equity No. 14,093

Know All Men By These Presents:

THAT WE, Charles T. Albert and Wm. Holland Wilmer II - #900 First National Bank 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 THREE HUNDRED AND 00/100 - - - - - - - - - Dollars ($ 300.00), 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 30th - - - day of Jemuery - - in the year of our Lord one thousand nine hundred and sixty-one

WHEREAS, the above bounden Charles T. Albert and Wm. Holland Wilmer II

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County - Md.

has been appointed Trustee to foreclose - property 11 Edelmar Drive - Tyler Heights - Annapolis - Md.

mentioned in the proceedings in the case of CONNECTICUT GENERAL LIFE INSURANCE COMPANY

vs.

LOUIS GEORGE HECKNER JR, and AUDREY L. HECKNER his wife

now pending in said Court:

Bond approved this 1st day of February, 1961
George T. Cromwell, Clerk

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert and Wm. Holland Wilmer II do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary Celeste Barlow
MARY CELESTE BARLOW

Mary Celeste Barlow
MARY CELESTE BARLOW

Charles T. Albert (SEAL)
Charles T. Albert

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer II

(SEAL)

As to Surety:

M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

7-Md. Trustee—Receiver 500-9-51

FEB -1

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 608

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,093 Equity
Connecticut General Life Insurance Company
versus
LOUIS GEORGE HECKNER, JR. and
AUDREY L. HECKNER, his wife

Ordered, this 11th day of January, 1961. That the sale of the property in these proceedings mentioned made and reported by Charles T. Albert and Wm. Holland Wilmer, II, Trustees 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.

The report states that the amount of sale was $11,300.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,093 Louis George Heckner, 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 20th day of February, 1961. The first insertion being made the 19th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
FEB 11 [illegible]

No. M.G. 19225 By H. Tilghman

17

In the Case of

Connecticut General Life Insurance Company

vs.

Louis George Heckner, Jr., and Audrey L. Heckner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,093 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.

April 12, 1961

FILED

1961 APR 17 AM 9:44

10

Dr. Connecticut General Life Insurance Company vs. Louis George Heckner, Jr., and Audrey L. Heckner, his wife in ac.

To Trustees for Fee, viz:	100	00		
To Trustee for Commissions, viz:	252	66	352	66
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	50		
Auditor - stating this account and two copies	22	50	66	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	59	52		
Capital-Gazette Press - second advertisement of sale	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Whitmore Printing, etc. Co.-handbills	6	18		
New Amsterdam Casualty Co.-bond premiums	44	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	6	33		
One-half State documentary stamps	12	65		
Mary Celeste Barlow - notary fee		50	252	42
To Trustees for Taxes, viz:				
1961 State and County taxes ($151.44)- 9 days	3	78	3	78
To Trustees for Benefit Charges, viz:				
Metered water from 12/21/60 - 3/20/61 ($6.51) - adjusted to 1/9/61	1	33	1	33
To Trustees for Ground Rent, viz:				
Semi-annual ground rent ($60.00) due 5/1/61 - 2 mos. 9 days	23	06	23	06
To Connecticut General Life Insurance Co., mortgagee - this balance on account mortgage claim	10,775	53	10,775	53
			11,474	78
Amount of mortgage claim filed	10,707	05		
Interest @ 4½% on principal balance of $10,452.69 from 11/1/60 to 5/20/61 - 6 months 20 days	261	32		
	10,968	37		
Cr. Amount allowed above	10,775	53		
Balance subject to decree in personam	192	84		

19

with Charles T. Albert and Wm. Holland Wilmer, II, Trustees Cr.

1961						
Jan.	9	Proceeds of Sale	11,300	00		
		Interest on deferred payment of $10,300.00 to 3/20/61	121	92	11,421	92
		Refund 1960 Annapolis City taxes ($111.29) - adjusted to 1/9/61	52	86	52	86
					11,474	78

ORDER NISI LIBER 129 PAGE 612

Connecticut General Life Insurance Company

VERSUS

Louis George Heckner, Jr.,

and

Audrey L. Heckner, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,093 Equity.

ORDERED, This 17th day of April, 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 22nd day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of May next.

George T. Cromwell

FILED

1961 APR 17 AM 9:44

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of May, 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 MAY 24 AM 11:16

Benjamin Michaelsen

Judge

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 129 PAGE 613

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961

We hereby certify, that the annexed

Order Nisi Aud. Court Eq. 14093

Louis George Heckner

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 22nd day of May, 1961. The first insertion being made the 20th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -8 PM 3:58

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,093 Equity
CONNECTICUT GENERAL LIFE INSURANCE COMPANY
versus
LOUIS GEORGE HECKNER, JR. and AUDREY L. HECKNER, his wife

Ordered, this 17th day of April, 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 22nd day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of May next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-4

No. M. G. 20458

22