NO. 13466 EQUITY 18-294

IN THE

CIRCUIT COURT LIBER 130 PAGE 1

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF

ANNE ARUNDEL COUNTY

A body corporate

VS.

HENRIETTA CUMMINGS
809 Howard Road, S. E.
Washington 20, D. C.

And any and all persons having or claiming to have any interest in the property known as Lots 37 and 38 as shown on the plat of Selassie Villa, recorded among the Plat Records of Anne Arundel County in Plat Book 17, Page 44, Seventh Election District, Anne Arundel County, Maryland.

MRS. ELIZABETH TALLMAN
4751 North 21st Road
Apartment 3
Arlington, Virginia

And any and all persons having or claiming to have any interest in the property known as Lots 5 and 6, Block 25, Section A, as shown on the plat of Avalon Shores, recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 36, Seventh Election District, Anne Arundel County, Maryland.

KERMITT L. SCHARFF
Also known as
Kermit L. Scharff
6015 Twentieth Street
North Arlington, Virginia

And any and all persons having or claiming to have any interest in the property known as Lot 44, Block 41, as shown on the plat of Avalon Shores, recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 4, Seventh Election District, Anne Arundel County, Maryland.

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DAVID J. COMMAN and
ROSE V. COMMAN
19 Monroe Court
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot and Improvements, Block 57-3, 19 Monroe Court, Sixth Election District, Anne Arundel County, Maryland.

CHARLES CALLOWAY
and SUSIE CALLOWAY
669 Pierce Street
Baltimore, Maryland

And any and all persons having or claiming to have any interest in the property known as Lots 190 and 191 and parts of Lots 192 and 193, as shown on the plat of Patapsco Park, recorded among the Plat Records of Anne Arundel County in Plat Book 12, Page 8, Fifth Election District, Anne Arundel County, Maryland.

ROSALIE ELLIOTT
14 Northeast Tenth Street
Milford, Delaware

And any and all persons having or claiming to have any interest in the property known as Lots 31 and 32, Block E, as shown on the plat of Crystal Springs Park, recorded among the Plat Records of Anne Arundel County in Plat Book 1, Page 20, Fifth Election District, Anne Arundel County, Maryland.

FRANK JOHNSON
_____ JOHNSON, his wife, if any
10 Calvert Court
Annapolis, 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 12, Block B, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 and 16).

MARY HAYES
Unknown heirs of Mary Hayes
if any
2535 Salem Street
Baltimore, 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:

Lots 7 and 8, Block H, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15 and 16.)

JOHN G. LOSE
MARY FRANCES LOSE, his wife
College Park, 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 6, near Academy Junction

H. ERNEST MEYERS
RUBY MEYERS, his wife
also known as H. Ernest Myers
and Ruby Myers, his wife
308 Bloomsbury Avenue
Catonsville, Maryland
United States Internal Revenue Dept.
c/o U. S. District Attorney
U. S. District Court
Baltimore, Maryland
Washington, D. C. (Federal Lienor)
Philip A. Myers
Emma B. Myers, his wife (Judgement Lienor
Baltimore, Maryland Creditor)
Maryland Credit Finance Corporation
Baltimore, Maryland
Emma B. Myers
Baltimore, Maryland (Judgement Lienor
Creditor)
Catonsville National Bank
Catonsville, Maryland (Mortgagee
JHH 735-388
JHH 807-386)

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:

Being a parcel of land containing .55 acres more or less, situated near Severn, Maryland (Being a part of GW 133, folio 230).

EDWARD HAYES, unmarried, deceased and the heirs at law of the said
Edward Hayes;
Perry Hayes, brother
Yorktown
St. Margarets
Malcom Hayes, brother
St. Margarets
Eveline Carr, sister
St. Margarets

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 1 or 1.05 acres, more or less, and Lot 4, Plat 2 or .633 acres, more or less, and improvements as shown on the Plat of Skidmore (See Plat JHH 238, folio 90 and JHH 238, folio 89).

MAGDALENA B. SMITH
Status unknown
Heirs at law of
Magdalena B. Smith
1938 McCulloh Street
Baltimore, 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:

Lots 7 and 8, Block M, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 and 16).

HARRY L. SCHROEDER
_____ SCHROEDER, his wife
1611 East Oliver Street
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 27, Section LL, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 27 and 28).

JOHN RAU
RAYMOND RAU, his son
1114 South Conklin Street
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:

Lots 47 and 48, Section 66, as shown on the plat of Green Haven (See Plat Book 13, folio 40 and 41).

GEORGE E. SAULSBURG
MYRA R. SAULSBURG, wife
WILLIAM W. VARNEY, also known as William Barney
R.F.D. Branters Ridge
Fallston, 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:

Lots 11-10 as shown on the Plat of Rock Creek (also known as "White Rock North Group." Entirely surrounded by the waters of the Patapsco River.)

LOUIS JONGBLOET
MARGARET JONGBLOET, his wife
Crownsville, Maryland
Eleanor Elizabeth Bloomquist
Herald Harbor
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:

Lots 1 to 15 inclusive, Block 149 as shown on the Plat of Herald Harbor (See Plat Book No. 4, folio 6).

WINFRED J. BRONZONIE
_____ BRONZONIE, his spouse
6316 Patterson Street
Riverdale, Maryland
Annie C. Daugherty and
unknown heirs of Annie C. Daugherty
Address Unknown
Alvin G. Branham and
Elizabeth G. Branham, his wife
Otis L. Williams, Jr.
Address 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:

Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor, Section F (Plat Book 4, folio 6).

PHI DELTA ZETA EPSILON CHAPTER
c/o H. Howard
1404 S. George Mason Drive
Arlington 4, Virginia

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 1, Block 12, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41).

FRANK H. ZIEGLER
F. IRVIN ZIEGLER
1821 North Monroe Street
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 Arundel County, to wit:

Lot 22, Block 12, as shown on the Plat of Severn Grove (Plat Book 8, folio 41).

J. HARVARD JOHNSTON
MARY D. JOHNSTON
Status Unknown
414 Eresham Avenue
or
414 Erasham Avenue
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 Arundel County, to wit:

Lot 10, Block 16, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41).

FORREST C. BEACOCK
_____ BEACOCK, his wife
if any, and the unknown heirs
of the said Person above described
if he be deceased
Dickerson, Maryland

And any and all persons having or claiming to have any interest in the following described real estate in the Second Election District of Anne Arundel County, to wit:

Lot 34, Block 8, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41).

WOODROW W. THOMAS
MURIEL F. THOMAS
R.F.D. 3
Annapolis, Maryland

also

Wilbur T. Shawn
Naomi E. Shawn, wife
Mortgagees
2 Weems Creek Drive
Annapolis, 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:

Three parts of one lot and improvements situated near Weems Creek west side of Riverview Avenue, Block 14-2 (being part of JHR 371, folio 252).

JESSIE E. GANOE
Also known as
JESSIE E. FRIEBE
c/o Jessie G. Priebe
508 16th Street
Santa Monica, California

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 32, Block 58, as shown on the plat of Epping Forest, Section B (Plat Book 1, folio 47).

JESSIE C. REES, and
unknown heirs if any of
said Jessie C. Rees
3817 Seminary Avenue
Richmond, Virginia

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:

Lots 1-2, Block 97, Section E, as shown on the amended Plat of Herald Harbor (See Plat Book 4, folio 14).

MABEL P. LeROY
and the unknown heirs
if any of said Mabel P.
LeRoy, if any
17 Highland Street
Ware, Massachusetts

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:

Lots 45 and 46, Block 117 as shown on the (amended) plat of Herald Harbor (Plat Book 4, folio 17) Section C.

ANNIE HAUER
and the unknown heirs
of said Annie Hauer, if any
4027 20th Street, N.
Arlington, Virginia

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:

Lots 10 and 11, Block 131, Section D, as shown on the Plat of Herald Harbor, (See Plat Book 4, Folio 7).

EDWARD L. CARTER, and the unknown heirs of the said Edward L. Carter, if any
1707 Park Avenue
Baltimore 17, 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:

Lot 56, Block 73, Section E, as shown on the plat of Herald Harbor on the Severn, (See Plat Book 3, folio 36).

CHARLES D. FLIMNER
also known as (Flimmer)
EDITH L. FLIMNER
also known as Flimmer
807 Woodrow Avenue
High Point
North Carolina

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 9, Block D, as shown on the Plat of Southaven (See Plat Book 10, folio 32).

MARY EVELYN DORSEY
and the unknown heirs
of Mary Evelyn Dorsey
if any
1706 "B" Street, N. E.
Washington, D. C.

And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot 30 and 31, Block V-2,
Section 1, as shown on the
Plat of South Haven, Plat 3
(See Plat Book 10, folio 14).

LOIS E. CECIL
also known as Louis E. Cecil
3204 Otis Street
Mt. Rainier, Maryland
-"1954 Resale"-

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 53, Block C, Section 1,
as shown on Plat 4 of South
Haven (See Plat Book 10, folio 24).

FRED A. BURKE
_____ BURKE, his wife, if any
3017 Otis Street
Washington, D. C.

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 15, Block U-1, as shown
on the Plat of South Haven
(See Plat Book 10, folio 14).

JOHN C. BILBY
IRENE B. BILBY, wife
3812 Old Dominion Boulevard
Alexandria, Virginia
Betty B. Bilby
Divorced First Wife
Beverly Hills, California
also
c/o John C. Bilby
3812 Old Dominion Boulevard
Alexandria, Virginia

And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

.234 acres, more or less, situated near
Rhode River (Being a part of Winifred
Carr property).

FLORENCE E. LANCASTER
also known as
E. Florence Lancaster
and any unknown heirs of
the said E. Florence Lancaster
if she be deceased
ALL STATES HOTEL
514 19th Street, N. 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 First Election District of Anne Arundel County, to wit:

Lots 165-166, 50 x 80 each, as shown on the plat of North Selby. (See Plat Book 8, folio 27). "Resale 1954."

WARREN SMADBECK
and Violeta Smadbeck, his wife
New York City
New York
WESLEY RUGGLES
Address Unknown
D. DUDLEY KING
FRANCES A. KING, his wife
Address Unknown
HENRY T. BUCHANAN
AGNES SALEM BUCHANAN, his wife
Address Unknown
T. CARROLL WORTHINGTON
_____ WORTHINGTON, his wife
Franklin Street
Annapolis, Maryland
PATRICK J. WHITE
c/o T. Carroll Worthington
South Street
Annapolis, Maryland
also
234 Main Street
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lot 366, as shown on the Plat of Woodland Beach.

JOSEPH ABERTELLI
JOSEPHINE ABERTELLI, his wife
Address Unknown
J. CLINTON ROBERTS
_____ ROBERTS, his wife
DONALD R. ROBERTS
MAMIE CHARD ROBERTS, his wife
Glen Burnie, Maryland

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:

Lot 27 and 28, Block C, as shown on the Plat of Glendale Terrace (See Plat Book 3, folio 25).

CLYDE E. WILSON
CATHERINE JANE WILSON, wife
7405 Columbia Avenue
College Park, Maryland
LEWIS EDWARD WILSON
9108 Rhode Island Drive
College Park, Maryland

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:

Part of Lot 1 situated near Hopkins Cove (see Deed JHH 298, folio 309).

LESTER ROLAND MORAN
c/o William H. Kilby
1712 North Wayne Street
Arlington, Virginia

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, Maryland, to wit:

Lots 28 and 30, Block 23, as shown on the Plat of Avalon Shores (see Plat Book 8, folio 36).

F. B. JACKSON
also known as
FRANCE B. JACKSON
Simonson, Virginia
83 Upper Ashburton Realty Company, Inc.
Surviving Directors and Trustees
of Upper Ashburton Realty Company, Inc.
c/o H. J. Bachman
Severna Park, 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 1, Block 9, 35' x 120' as shown on the plat #5 of Manhattan Beach (unrecorded).

IN ADDITION TO THE PARTIES HEREIN NAMED SPECIFICALLY, IT IS INTENDED THAT THERE BE INCLUDED HEREIN, AS PARTIES, ALL PERSONS, HEIRS, AND UNKNOWN HEIRS OR PERSONS UNKNOWN THAT WILL 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 BY THE PLAINTIFF HEREIN.

DEFENDANTS

11

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 Maryland, and qualified in the State of Maryland, to bring this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland.

2. That on October 14th, 1957, 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 Arundel County, to wit:

(1) Certificate No. A-3550 - Lots 37 and 38, 25x 120 as shown on the plat of Sellassie Village, Seventh Election District, and assessed to Henrietta Cummings (See Deed J.H.H. 588, folio 418).

(2) Certificate No. A-3572 - Lots 5 and 6, Block 25, Section A, as shown on the plat of Avalon Shores, Seventh Election District (See Plat Book 8, Page 36 and Deed J.H.H. 651, folio 150) and assessed to Elizabeth Tallman.

(3) Certificate No. A-3571 - Lot 44, Block 41, Section B, as shown on the Plat of Avalon Shores (Plat Book 10, folio 4), Seventh Election District, and assessed to Kermitt L. Scharff. (See also Deed J.H.H. 216, folio 429.)

(4) Certificate No. A-3546 - Lot and improvements, Block 57-3 situated at 19 Monroe Court in the City of Annapolis, Sixth Election District. (For more particular description, see deed from Lillian Blay, widow, in J.H.H. 197, folio 168), the same being assessed to David J. Coffman and Rose V. Coffman, his wife.

(5) Certificate No. A-3541 - Lots 190-191 and parts of 192 and 193 as shown on the Plat of Patapsco Park. (See Plat Book 12, folio 8), Fifth Election District, and assessed to Charles Calloway and Susie Calloway, his wife. (See W.N.W. 57, folio 352, see also deed W.N.W. 57, folio 354.)

(6) Certificate No. A-3542 - Lots 31-32, Block E, as shown on the Plat of Crystal Springs Park (Plat Book 1, folio 20) in the Fifth Election District, and assessed to Rosalie Elliott. (See also Deed F.S.R. 108, folio 468).

(7) Certificate No. A-3391 - Lot 12, Block B, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15-16, in the Fourth Election District, and assessed to Frank Johnson. (See deed F.S.R. 101, folio 306).

(8) Certificate No. A-3390 - Lots 7 and 8, Block H, as shown on the Plat of Colonial Park. (See Plat Book 15, folios 15-16) in the Fourth Election District, and assessed to Mary Hayes (See also deed F.S.R. 23, folio 411).

(9) Certificate No. 3397 - Being a parcel of land containing .55 acres of land, more or less, on Old Oak Road in the Fourth Election District, and assessed to H. Ernest and Ruby Meyers. (See deed J.H.H. 717, folio 469 - being part of G.W. 113, folio 230).

(10) Certificate No. A-3381 - Lot No. 1 or 1.05 acres, more or less, and Lot 4, Plat 2 or .833 acres, more or less, and improvements as shown on the Plat of the Subdivision of George Hayes Property at Skidmore. (See Plat J.H.H. 238, folio 90) in the Third Election District and assessed to Edward Hayes (he being now and then deceased).

(11) Certificate No. A-3535 - Lots Nos. 7 and 8, Block M, as shown on the Plat of Colonial Park (See Plat Book 15, folios 15 and 16) in the Fourth Election District and assessed to Magdolena B. Smith, (Being the same property in F.S.R. 90, folio 140 and J.H.H. 348, folio 43).

(12) Certificate No. A-3387 - Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (See Plat Book 16, folios 27 and 28) in the Third Election District and assessed to Harry L. Schroder (Schroeder). (Being the same property in deed F.S.R. 13, folio 274).

(13) Certificate A-3386 - Lots 47 and 48, Section 66, as shown on the Plat of Green Haven (See Plat Book 13, folios 40 and 41) in the Third Election District and assessed to John Rau and Raymond Rau, his son, (See deed W.N.W. 9, folio 47).

(14) Certificate No. A-3382 - Lots 11 - 10 as shown on the Plat of Rock Creek, also known as four parcels of land situated on the Patapsco River known as "White Rock North Group", situated in the Third Election District and assessed to William Barney, (also known as William W. Varney) and George N. Saulsbury (See Deed W.N.W. 27, folio 223 and Patent (Land) Liber J.S.S. 1, folio 10, 11, 12, 13, etc.)

(15) Certificate No. 3450 - Lots 1 through 15, inclusive, Block 149, as shown on the plat entitled Herald Harbor (See Plat Book 4, folio 6) in the Second Election District, and assessed to Louis and Margaret Jongbloet, (being part of the land in J.H.H. 428, folio 283.)

(16) Certificate No. 3446 - Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor (See Plat Book 4, folio 6) in the Second Election District and assessed to Winfred J. Bronzonie (also see deed J.H.H. 495, folio 400.

(17) Certificate No. 3448 - Lot 1, Block 12, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41) in the Second Election District and assessed to Chapter Phi Delta Zeta Epsilon, c/o H. Howard, (Also see deed W.M.B. 133, folio 391).

(18) Certificate No. A-3445 - Lot 22, Block 12, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) in the Second Election District and assessed to Frank H. Ziegler and (F)Irvin Ziegler (See deed W.M.B. 125, folio 420.)

(19) Certificate No. A-3441 - Lot 10, Block 16, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) in the Second Election District and assessed to Mary D. Johnston and J. Harvard (See deed W.M.B. 131, folio 371).

(20) Certificate No. A-3376 - Lot 34, Block 8, as shown on the plat of Severn Grove, (Plat Book 8, folio 41) in the Second Election District, and assessed to Forrest (Forest) C. Beacock (See deed F.S.R. 104, folio 144).

(21) Certificate No. A-3444 - three parts of one lot and improvements situated near Weems Creek on the west side of Riverview Avenue, Block 14-2 in the Second Election District, and assessed to Woodrow W. Thomas (See deed J.H.H. 371, folio 252, and exception J.H.H. 727, folio 78 to State Roads Commission.)

(22) Certificate No. A-3449 - Lot 32, Block 58, as shown on the Plat of Epping Forest (See Plat Book 1, folio 47) in the Second Election District, and assessed to Jessie E. Ganoe (also known as J. E. Priebe). See deed W.M.B. 33, folio 246, same as F.S.R. 6, folio 246.

(23) Certificate No. A-3443 - Lots 1 and 2, Block 97, Section E, as shown on the Amended Plat of Herald Harbor. (See Plat Book 4, folio 14) Second Election District, and assessed to Jessie C. Rees, (see deed F.A.M. 141, folio 319).

(24) Certificate No. A-3442 - Lots 45 and 46, Block 117, Section C, as shown on the (amended) Plat of Herald Harbor (See Plat Book 4, folio 17) in the Second Election District and assessed to Mabel P. Leroy (LeRoy). (See deed W.N.W. 90, folio 378).

(25) Certificate No. A-3440 - Lots 10 and 11, Block 131, Section D, as shown on the Plat of Herald Harbor. (See Plat Book 4, folio 7) Second Election District and assessed to Annie Hauer, (see deed W.M.B. 13, folio 7).

(26) Certificate No. A-3375 - Lot 56, Block 73, Section E, as shown on the plat of Herald Harbor (See Plat Book 3, folio 36), Second Election District, and assessed to Edward L. Carter (See deed J.H.H. 295, folio 341).

(27) Certificate No. A-3439 - Lot 9, Block D, as shown on the Plat of Section 1, Southhaven (See Plat Book 10, folio 32), Second Election District, and assessed to Charles D. and Edith L. Flimmer (Flimner). (See deed F.A.M. 189, folio 18).

(28) Certificate No. A-3438 - Lots 30 and 31, Block U-2, Section 1 as shown on the Plat of South Haven, Plat 3. (See Plat Book 10, folio 14) Second Election District, and assessed to Mary Evelyn Dorsey, (See also deed J.H.H. 206, folio 275).

(29) Certificate No. A-3447 - Lot 53, Block C, Section 1, as shown on Plat 4 of South Haven (See Plat Book 10, folio 24), Second Election District and assessed to (Louis) or Lois E. Cecil (See deed F.A.M. 167, folio 240). Resale 1954.

(30) Certificate No. A-3374 - Lot 15, Block U-1, Section 1, as shown on Plat 3 of South Haven. (See Plat Book 10, folio 14) Second Election District, and assessed to Fred A. Burke (See deed F.A.M. 189, folio 11).

(31) Certificate No. A-3499 - Being .234 acres, more or less, near Rhode River (being a part of the Winifred Carr property), First Election District and assessed to John C. and Betty B. Bilby. (See deed J.H.H. 394, folio 199, Second parcel therein, and exception J.H.H. 783, folio 207).

(32) Certificate No. A-3574 - Lots 165 - 166, 50 x 80 each, as shown on the Plat of North Selby (See Plat Book 8, folio 27) in the First Election District, and assessed to Florence E. Lancaster, (see deed F.A.M. 143, folio 239).

(33) Certificate No. A-3497 - Lot 366 as shown on the Plat of Woodland Beach, First Election District, and assessed to T. Carroll Worthington, et al, (See deed J.H.H. 310, folio 480).

(34) Certificate No. A-3537 - Lots 27 and 28, Block C, as shown on the Plat of Glendale Terrace, Fifth Election District (See Plat Book 3, folio 25) and assessed to Joseph and Josephine Abertelli. (See deed J.H.H. 386, folio 191).

(35) Certificate No. 3573 - Being part of Lot 1, situated near Hopkins Cove, as shown on the plat of Hopkins Cove, in the Seventh Election District and assessed to Clyde and Catherine Wilson. (See deed J.H.H. 298, folio 309.)

(36) Certificate No. 3570 - Lots 28 and 30, Block 23, as shown on the Plat of Avalon Shores. (See Plat Book 8, folio 36) Seventh Election District, and assessed to Lester Roland Moran (See deed F.A.M. 151, folio 29).

(37) Certificate No. A-3380 - Lot 1, Block 9, 35 x 120, as shown on the Revised Plat No. 5 of Manhattan Beach (which said Plat is recorded in the office of the Tax Assessment Department) Third Election District and assessed to Frances B. Jackson. (See deed F.A.M. 135, folio 20).

3. That said Tax Sale Certificates as hereinabove set forth, to wit:

A-3550	A-3386	A-3440
A-3572	A-3382	A-3375
A-3571	A-3450	A-3439
A-3546	A-3446	A-3438
A-3541	A-3448	A-3447
A-3542	A-3445	A-3374
A-3391	A-3441	A-3499
A-3390	A-3376	A-3574
A-3397	A-3444	A-3497

A-3381	A-3449	A-3537
A-3535	A-3443	A-3573
A-3387	A-3442	A-3570
		A-3380

dated 14th day of October, 1957, setting forth the aforesaid sales to your Plaintiff are attached hereto and filed herewith as Plaintiff's Exhibits Nos. 1 through 37 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 for a period in excess of forty years reveals:

(1) That Henrietta Cummings is the record owner of Lots 37 and 38 as shown on the Plat of Selassie Villa. (See Plat Book 17, folio 44) she having acquired the same from James D. Chowner, et al. See deed J.H.H. 558, folio 418; located in the Seventh Election District of Anne Arundel County.

(2) That Mrs. Elisabeth Tallman, also known as Mrs. Elizabeth Tallman, is the record owner of lots 5 and 6, Block 25, Section A, as shown on the Plat of Avalon Shores, recorded among the Plat Records in Liber 8, folio 36, she having acquired the same from Fred H. White, et al. See deed J.H.H. 691, folio 150; located in the Seventh Election District.

(3) That Kermit L. Sharff, also known as Kermitt L. S. Scharff, is the record owner of Lot 44, Block 41, as shown on the Plat of Avalon Shores, Section B. (See Plat Book 10, folio 4), he having acquired the same from Avalon Shores, Incorporated, 20 April 1940. See Deed J.H.H. 216, folio 429, the same being located in the Seventh Election District.

(4) That David J. Coffman and Rose V. Coffman are the record owners of all that lot and parcel of ground also known as 19 Monroe Court, in the City of Annapolis.

BEGINNING for the same at a point on the southwest side of said street or driveway 120.91 feet from the north 24 degrees 16 minutes west 427.86 foot course, an outline of the whole tract, said point of beginning also being in the division line of Lot No. 11 and the lot hereby intended to be conveyed, as shown on the aforesaid plat, and running from thence with said division line, south 9 degrees 50 minutes east 149.30 feet to the northwest side of a fifteen foot right of way leading into West Street, thence with the northwest side of said right of way, southwesterly 43.48 feet to the division line of Lot No. 13 as shown on the aforesaid plat; thence with said division line, north 9 degrees 50 minutes west 150.5 feet to the southeast side of the circle as shown on the aforesaid plat; thence following the curve of said circle northeasterly 14 feet, more or less, to the intersection of said circle with the southwest side of said street or driveway, thence with the southwest side of said street or driveway, south 80 degrees 47 minutes east 35 feet, more or less, to the point of beginning. With the use in common of the aforesaid right of way, 15 feet wide, leading from the lot hereby conveyed to West Street. Being the property which was conveyed to Neal Blay and the said Lillian Blay, his wife, by Joseph Cizek and Johanna Cizek, his wife, by deed dated the 28th day of January, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 19, folio 173, the said Neal Blay having since departed this life, leaving the said Lillian Blay, his widow, the survivor and sole owner of said property.

They having acquired title to the same from Lillian Blay, widow. See deed J.H.H. 197, folio 168, in 1939, the same being located in the Sixth Election District, in the City of Annapolis.

(5) That Charles Calloway and Susie Calloway, his wife, are the record owners of all those lots and parcels of ground known as lots 190 and 191 and parts of lots 192 and 193 (Miland Avenue) as shown on the Plat of Patapsco Park. (See Plat Book 12, folio 8, for more detailed description) having acquired the same from The Patapsco Park Land Co., by deed W.N.W. 57, folio 352, saving and excepting so much thereof as was conveyed away by deed W.N.W. 57, folio 354 to Thomas Tinsley, et al, said land located in Fifth Election District.

(6) That Rosalie Elliott is the record owner of lots 31 and 32, Block E, as shown on the Plat of Crystal Springs Park, (see Plat Book 1, folio 20), having acquired the same from Catherine V. Lee unmarried, 5 July 1933. See deed F.S.R. 108, folio 468, the same being located in the Fifth Election District.

(7) That Frank Johnson is the record owner of Lot 12, Block B, as shown on the Plat of Colonial Park (See Plat Book 15, folios 16 and 15) having acquired the same from Aladdin Realty, et al, by deed F.S.R. 101, folio 306, in March 1932, Fourth Election District.

(8) That Mary Hayes is the record owner of Lots 7 and 8, Block H, as shown on the Plat of Colonial Park (See Plat Book 15, folios 16 and 15,) having acquired the same 22 September 1927 by deed F.S.R. 23, folio 411, from Eleanor S. Wright, the same being located in the Fourth Election District.

(9) That H. Ernest Meyers (Myers) and Ruby Meyers (Myers) his wife, are the record owners of the following described parcel of land situated in the Fourth Election District containing .55 acres of land, more or less, situated near Severn, Maryland, on Old Oak Road and that the following parties with their proper designations are joined herein for the purpose of foreclosing any interest they may have in all that land above described, which was acquired by the Meyers by Deed from Philip A. Meyers, et al, 3 November, 1952, J.H.H. 717, folio 469:

(a) U.S. of America, the Internal Revenue Department, Federal Lien No.G349, dated 5 June 1959 in the sum of $4406.40 and another Federal Lien No. G 350 dated 5 June 1959, in the sum of $2402.77.

(b) Philip A. Myers and Emma B. Myers, his wife, Law No. 4955, Judgment dated 15 January 1954, in the sum of $6388.00 plus $900.00 attorney's fee, interest and costs.

(c) Maryland Credit Finance Corporation, Law No. 4984, Judgment dated 30 December 1954 in the sum of $13,900.00 plus costs, attorney's fees and interest.

(d) Maryland Credit Finance Corporation, Law No. 5778, Judgment dated 9 October 1954, in the sum of $9941.25 plus interest, costs and attorney's fees.

(e) County Trust Company, entered to the use of Emma B. Myers. Law No. 8046, dated 30 November 1956 in the sum of $598.75 plus attorney's fees,interest and costs.

Further that Catonsville National Bank is the mortgagee under two separate mortgages (1) dated 26th day of Januar, 1953, J.H.H. 735, folio 388 in the amount of $5000.00, and the second dated 22 December 1953 in the sum of $15,000.00 at 5%, recorded J.H.H. 807, folio 386. That these judgments and Liens and Mortgages are open, unpaid and unreleased upon the records and must be presumed to be interest affecting title to the property herein the subject of this foreclosure.

(10) That Edward Hayes, unremarried and deceased, is the record owner of all those lots and parcels of ground situated in the Third Election District, described as Lot 1 or 1.05 acres and Lot 4 or .833 acres and improvements on Plat 2 as shown on the Plat of Skidmore, (Plat showing Partition of the Property of George Hayes, recorded Liber J.H.H. 238, folio 90), and it is alleged that the said Edward Hayes died a number of years ago leaving brothers and sisters, there being no administration on his estate, the known and unknown heirs of said Edward Hayes are joined herein for the purpose of foreclosing any interest they may have in above described premises the subject of this proceeding, namely; Perry Hayes, Brother, Malcom Hayes, Brother, Eveleine Carr, Sister and any other heirs at law who might participate in the estate of said Edward Hayes, deceased. Being the same property acquired by Edward Hayes from George M. Hayes, Trustee, 1 May 1944, J.H.H. 238, folio 396; wherein he acquired Lot 4, Plat 2, (See Plat J.H.H. 238, folio 90 in the Partition of George Hayes Estate) containing .833 acres, more or less, and Lot 4, Plat 1, (See Plat J.H.H. 238, folio 89, in the Partition of George Hayes Estate) containing 1.05 acres, more or less.

(11) That Magdelena B. Smith is the record owner of Lots 7 and 8 Block M as shown on the Plat of Colonial Park. (See Plat Book 15 folios 16 and 15) the same having been acquired by her under deed from Aladdin Realty, et al, dated 1 October 1925, F.S.R. 90, folio 140, and as a result of Tax Sale No. 6339 by deed from County Commissioners of Anne Arundel County 20 November 1945, J.H.H. 348, folio 43, all in the Fourth Election District.

(12) That Harry L. Schroeder is the record owner of Lot 27, Section LL as shown on the plat of Glen Burnie Heights. (See Plat Book 16, pages 27 and 28) being the same land acquired by Harry L. Schroeder from Bertha Lloyd, widow, on 12 May 1927, F.S.R. 13, folio 274, all in the Third Election District.

(13) That John Rau and Raymond Rau, his son, are the record owners of all those lots and parcels of land in the Third Election District described as lots 47 and 48, Section 66, as shown on the Plat of Green Haven. (See Plat Book 13, folios 40 and 41), being the same land acquired by John Rau and Raymond Rau, his son, from John K. Sagne, et al, dated 20 September 1918, deed recorded in Liber W.N.W. 9, folio 47.

(14) That George E. Saulsbury and Myra R. Saulsbury, his wife, and William M. Varney (also known as William Barney) are the record owners of the following described property:

For the first thereof "White Rock North Group" situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being an island entirely surrounded by navigable water of the Patapsco River lying near the mouth of Rock Creek and ordinarily known as White Rocks being in about thirty-nine degrees ten minutes and twenty-six seconds North latitude and seventy-six degrees twenty-nine minutes and eighteen seconds West longitude from Greenwich North Point Light bearing North about forty-three and a half degrees East and Fort Carroll Light bearing about north thirty-two degrees west taken from Chart No. 549 approaches to Baltimore Harbor, Maryland, published by the U. S. Geodetic Survey of larger dimensions in the Northern Group and called for the purpose of this Warrant "White Rock North Group" bounded and described as follows:

BEGINNING for the same at a point on said rock which point is located South fifty-three degrees four minutes west from North Point Light and South thirty-one degrees fifteen minutes East from Fort Carroll Light and South forty-five degrees seventeen minutes East from Hawkins Point and running from said point so located North four degrees fifteen minutes, East thirty-eight feet to the tide water of Rock Creek or Patapsco River; thence following the tide waters of said Creek or River South sixteen degrees, forty-five minutes East twenty-three and three tenths feet, South two degrees forty-five minutes east thirty-nine and six thenths feet South twenty-five degrees, no minutes west fourteen feet, South eighty degrees, no minutes West six and five tenths feet, North thirty-four degrees, thirty minutes west sixteen feet, North eleven degrees, thirty minutes west twenty-nine feet, north no degrees forty minutes East seventeen and seven tenths feet, North forty-seven degrees thirty minutes, East twenty-four and five tenths feet to the place of beginning.

Containing thirty-two thousandths of an acre of land, more or less, according to the Certificate of Survey thereof taken and returned into the Land Office of Maryland, bearing date the twenty-sixth day of July, 1919, and there remaining; together with all rights, profits, benefits and privileges thereto belonging.

BEING the same parcel or tract of land which by Patent dated the 30th day of March, 1920 and recorded in Patent Records in the State of Maryland, in Liber J.S.S. No. 1, folio 12.

For the second thereof "White Rock Northeast Group" situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being an island entirely surrounded by navigable waters of the Patapsco River lying near the mouth of Rock Creek and ordinarily known as "White Rocks" being in about thirty-nine degrees ten minutes twenty-six seconds North latitude and seventy-six degrees twenty-nine minutes eighteen seconds West longitude from Greenwich, North Point Light bearing North about forty-three and a half east and Fort Carroll Light bearing North about thirty-two degrees West taken from Chart No. 549, approaches to Baltimore Harbor, Maryland, published by the U. S. Geodetic Survey May, 1905, the same being the Eastern Rock of larger dimension in the Northern Group and called

for the purpose of this Warrant "White Rock Northeast Group", bounded and described as follows:

BEGINNING for the same at a point on the northerly side of said rock at the tide water of Rock Creek or Patapsco River which point is located north fifty-seven degrees, twenty-five minutes East, thirty-six feet from the beginning point located on "White Rock North Group" and running from said point so located and with the tide water of Rock Creek or Patapsco River North forty-five degrees no minutes East, five feet, South sixty-seven degrees five minutes East, sixteen feet, South forty-two degrees no minutes East, twenty-five feet south twenty-two degrees no minutes East, fifteen feet, south no degrees thirty minutes East, four and five tenths feet, South thirteen degrees West, ten and five tenths feet, South seventy-six degrees no minutes West, five feet, North twenty-seven degrees thirty minutes west, thirty-nine and three tenths feet, North twenty-three degrees, no minutes west, thirty-nine and seven tenths feet to the place of beginning.

Containing thirty-two thousandths of an acre of land, more or less, according to the Certificate of Survey thereof, taken and returned into the Land Office of Maryland, bearing date the 26th day of July, 1919, and there remaining. Together with all rights, profits, benefits and privileges thereunto belonging.

Being the same parcel or tract of land which by Patent dated the 30th day of March, 1920 recorded in Patent Records in the State of Maryland, Liber J.S.S. No. 1, folio 13.

For the third thereof "White Rock Southeast Group" situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being an island entirely surrounded by navigable Waters of the Patapsco River, lying near the mouth of Rock Creek and ordinarily known as White Rock being in about thirty-nine degrees ten minutes and twenty-five seconds North latitude and seventy-six degrees twenty-nine minutes and eighteen seconds West longitude from Greenwich North Point Light, bearing North about forty-three and a half degrees East and Fort Carroll Light bearing north about thirty-two degrees west taken from Chart No. 549 approaches to Baltimore Harbor published by the U. S. Geodetic Survey, May, 1905, the same being the Easterly Rock of larger dimensions in the Southerly Group and called for the purpose of this Warrant "White Rock South East Group" bounded and described as follows:

BEGINNING for the same at a point on the northerly side of said rock at the tide water of Rock Creek or Patapsco River, said point being located South twenty-three degrees forty-five minutes East, two hundred and four and two feet from said point so located and with the tidewater of Rock Creek or Patapsco River, South twenty-three degrees thirty minutes East, five and five tenths feet, South six degrees, no minutes West, fourteen and five tenths feet, South twenty-seven degrees forty-five minutes West, nineteen and five tenths feet, South sixty-six degrees forty-five minutes West, nine feet, due west five tenths feet, north five degrees forth-five minutes East, twenty-three and five tenths feet north forty degrees no minutes East, twelve and five tenths feet, North fifty-nine degrees no minutes East, fourteen and one tenth feet to the place of beginning. Containing fourteen thousandths of an acre of land, more or less, according to the Certificate of Survey thereof, taken and returned into the Land Office of Maryland, bearing date the 26th day of July, 1919, and there remaining; together with all rights, profits, benefits and privileges thereto belonging.

BEING the same parcel or tract of land which by Patent dated the 30th day of March, 1920 and recorded in Patent Records in the State of Maryland, Liber J.S.S. No. 1, folio 11.

For the fourth thereof "White Rock South Group" situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being an island entirely surrounded by Navigable Waters of the Patapsco River, lying near the mouth of Rock Creek and ordinarily known as White Rock, being about thirty-nine degrees ten minutes twenty-five seconds north latitude and seventy-six degrees twenty-nine minutes eighteen seconds west longitude from Greenwich North Point Light bearing North about forty-three and a half degrees East and Fort Carroll Light bearing North about thirty-two degrees West taken from Chart No. 549, approaches to Baltimore Harbor, Maryland, published by the U. S. Geodetic Survey, May, 1905, the same being the westerly Rock of larger dimension in the Southerly Group and called for the purpose of this Warrant "White Rock, South Group" bounded and described as follows:

BEGINNING for the same at a point on the northerly side of said rock at the tidewaters of Rock Creek or Patapsco River said point being located South seven degrees fifty minutes East one hundred and eighty-two feet from "White Rock North Group" and running from said point so located and with the tide water of Rock Creek or Patapsco River, South five degrees forty-five minutes East sixteen feet, South nineteen degrees no minutes west seventeen feet, South forty-eight degrees thirty minutes west, twelve feet, south sixty-five degrees no minutes west, twenty-five and five tenths feet, North fifty degrees no minutes west four and five tenths feet, north twenty-two degrees, thirty minutes east, twenty-six feet, North twenty-seven degrees thirty minutes east, twenty-two feet, north seventy- seven degrees forty-five minutes East, twenty and two tenths feet to the place of beginning.

Containing twenty-five thousandths of an acre of land, more or less, according to the Certificate of Survey thereof, taken and returned in to the Land Office of Maryland, bearing date the 26th day of July 1919 and there remaining. Together with all rights, profits, benefits and privileges thereto belonging.

BEING the same parcel or tract of land which by Patent dated the 20th day of March, 1920 and recorded in Patent Records in the State of Maryland, Liber J.S.S. No. 1, folio 10.

And, that the same was acquired by Patent dated 30 March 1920, J.S.S. 1, folio 12; 30 March 1920, J.S.S. 1, folio 13; 30 March 1920, J.S.S. 1, folio 11; and, 30 March 1920, J.S.S. 1, folio 10. Being the same property in deed dated 12 May 1920, W.N.W. 27, folio 223, and being known as "White Rock North Group" situated in the Third Election District in the Patapsco River. This is a "1954 Re-Sale."

(15) That Louis Jongbloet and Margaret Jongbloet, his wife, are the record owners of all those lots and parcels of land situated in the Second Election District, known and described as lots 1 through 15, inclusive, Block 149, as shown on the Plat of Herald Harbor on the Severn, Section F (See Plat Book 4, folio 6.) Being the same property acquired by deed dated blank day and month of 1947, recorded JHH 428, folio 283, from Eleanor Bloomquist, et al, and also subject to an open mortgage to Eleanor E. Bloomquist, mortgagee, dated 23 August 1947, duly recorded JHH 427, folio 86, in the sum of $900.00 and the same is open and un-released and the said mortgagee, Eleanor E. Bloomquist is joined herein to foreclose any interest she might have by reason of this mortgage and debt thereby secured.

(16) That Wilfred J. Bronzonie is the record owner of all those lots and parcels of ground situate in the Second Election District, known and described as lots 9-10 and 11, Block 159 as shown on the plat of Herald Harbor on the Severn, Section F (see Plat Book 4, folio 6), being the same land acquired by deed dated 14 October 1948 from County Commissioners of Anne Arundel County, JHH 495, folio 400; and due to the facts that title to the same was derived by erroneous Tax Sales Nos. 3218 and 2860 (FAM 2, folio 441) the previous owners Annie C. Daugherty as to lot 11; and Alvin G. Branham and Elizabeth G. Branham, his wife, and Otis L. Williams, Jr., are joined herein to foreclose any interest they may have by reason of this sale and the previous sales above enumerated. (See deeds WMB 5, folio 468; FSR 111, folio 331; JHH 495, folio 116; and JHH 495, folio 391.)

(17) That Phi Delta Zeta Epsilon Chapter is the record owner of Lot 1, Block 12, as shown on the plat of "Severn Grove" (See Plat Book 8, folio 41), being acquired by the Tax Delinquent from Fred E. Kroker and wife by deed dated 7 January 1933, recorded WMB/FAM 133, folio 391, being in the Second Election District.

(18) That Frank H. Ziegler and F. Irvin Ziegler are the record owners of Lot 22, Block 12, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) being the same land acquired by the Tax Delinquent by deed dated 13 July 1934 from Fred W. Kroker and wife. See deed WMB 125, folio 420, in the Second Election District.

(19) That J. Harvard Johnston and Mar. D. Johnston are the record owners of Lot 10, Block 16 (lot 50 x 150) as shown on the Plat of Severn Grove, (see Plat Book 8, folio 41), being the same land acquired by the Tax Delinquent by deed from Fred W. Kroker and wife, dated 23 March, 1933, WMB 131, folio 371, all in the Second Election District.

(20) That Forrest C. Beacock is the record owner of Lot 34, Block 8, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) being the same land acquired from Fred W. Kroker and wife by deed dated 16 December 1932, FSR 104, folio 144, Second Election District.

(21) That Woodrow W. Thomas and Muriel F. Thomas, his wife, are the record owners of a parcel of land located in the Second Election District, described as being 3 parts of one lot with improvements situated near Weems Creek on the west side of Riverview Avenue. The same in fact being the same parcel of land acquired by deed dated 24th September 1946, Liber JHH 371, folio 252, from William F. Thomas and wife, saving and excepting so much thereof as subsequently conveyed to the State of Maryland to the use of the State Roads Commission (See deed JHH 727, folio 78). The said Wilbur T. Shawn and Naomi F. Shawn being joined herein for the purpose of foreclosing any interest in the property hereinabove described that they may have by reason of their being mortgagees under mortgage dated 7 November 1947, duly recorded JHH 450, folio 173, to secure the sum of $5300.00, the said mortgage and debt thereby secured being open and unreleased.

(22) That Jessie E. Ganoe, also known as Jessie E. Priebe is the record owner of Lot 32, Block 58, as shown on the Plat of Epping Forest, Section B (See Plat Book 1, folio 47, being the same property acquired from Severn Shores, Inc., by deed dated 4 August 1927, see deed WMB 33, folio 246 (also FSR 6, folio 246, same deed) located in the Second Election District.

(23) That Jessie C. Rees if the record owner of lots 1 and 2 Block 97, as shown on the plat of Herald Harbor on the Severn, Section E. (See Plat Book 4, folio 14, Amended Plat), being same land acquired from Oren R. Lewis by deed dated 26 September 1935, FAM 141, folio 319, Second Election District.

(24) That Mabel P. LeRoy (Leroy) is the record owner of Lots 45 and 46, Block 117, as shown on the plat of Herald Harbor, Section C, as shown in Plat Book 4, folio 17, acquired from Herald Harbor, Incorporated, by deed dated 15 April 1925, recorded WNW 90, folio 378, all in the Second Election District.

(25) That Annie Hauer is the record owner of Lots 10 and 11, Block 131, Section D, as shown on the plat of Herald Harbor (see Plat Book 4, folio 7) being the same land acquired from Herald Harbor, Incorporated, by deed dated 1 July 1925, recorded WMB 13, folio 7, Second Election District.

(26) That Edward L. Carter is the record owner of Lot 56 in Block 73, Section E, as shown on the Plat of Herald Harbor (see Plat Book 3, folio 36) being same land acquired by deed from Grace Carter Albertson, et al dated 29 November 1943, and recorded JHH 295, folio 341, Second Election District.

(27) That Charles D. Flimmer (known as Flimmer) and Edith L. Flimmer (known as Flimmer), his wife, are the Record Owners of Lot 9, Block D, Section 1, Plat 5, South Haven. (See Plat Book 10, folio 32). Being the same land acquired from Tidewater Shores, Inc., by deed dated 16 August 1938, and recorded FAM 189, folio 18, Second Election District.

(28) That Mary Evelyn Dorsey is the record owner of Lots 30 and 31, Block U-2, Section 1, Plat 3, as shown on the Plat of Southaven, (See Plat Book 10, folio 14) being the same and acquired by deed from Tidewater Shores, Inc., dated 18 May 1939, recorded JHH 206, folio 275, Second Election District.

(29) That Lois E. Cecil also known as Louis E. Cecil is the record owner of Lot 53, Block C, Section Plat 4, as shown on the plat of Southaven (See Plat Book 10, folio 24) being the same land acquired by deed from Tidewater Shores, Inc., dated 24 June 1937, recorded FAM 167, folio 240, Second Election District, "1954 Resale."

(30) That Fred A. Burke is the record owner of Lot 15, Block U-1, Plat 3, as shown on the Plat of Southaven (South Haven) (see Plat Book 10, folio 14) being the same land acquired by deed from Tidewater Shores, Inc., dated 16 August 1938, recorded FAM 189, folio 11, Second Election District.

(31) That John C. Bilby and Betty B. Bilby (divorced first wife) and Irene B. Bilby, his present wife, are the record owners of .234 acres, more or less, situated near Rhode River in the First Election District, being a part of the Winifred Clayton Carr property, being the same land acquired by deed dated 31 December 1946, recorded JHH 394, folio 199, saving and excepting so much thereof as previously conveyed to Robert W. Thiebeau, et al, see deed JHH 783, folio 207.

(32) That (Miss) E. Florence Lancaster, is the record owner of lots 165 and 166, as shown on the Plat of North Selby (see Plat Book 8, folio 27) being the same land acquired from Alvin G. Branham, et al, by deed dated August 5, 1935, recorded FAM 143, folio 239, First Election District, "1954 Resale."

(33) That T. Carroll Worthington and Patrick J. White, _____ Worthington, and _____ White, their respective spouses, are the record owners of Lot 366 as shown on the Plat of Woodland Beach, being the same land acquired J. A. Walton, et al, dated 20 July 1944, recorded JHH 310 folio 480, in the First Election District; and that Warren Smadbeck and Violeta Smadbeck, his wife, Wesley Ruggles, and D. Dudley King and Frances A. King, his wife, and Henry F. Buchanan and Agnes S alem Buchanan, his wife, are joined herein to foreclose any interest that they might have by reason of Tax Sale #5888 to County Commissioners of Anne Arundel County, 13 October 1942 (see Deeds JHH 519, folio 472 and JHH 519, folio 475.

(34) That Joseph Abertelli and Josephine Arbetelli, his wife, are the record owners of Lots 27 and 28, Block C, Glendale Terrace (see Plat Book 3, folio 25) Fifth Election District, acquired by deed from County Commissioners of Anne Arundel County under deed dated 15 October 1946, recorded JHH 386, folio 191; and that Donald R. Roberts and Mamie Chard Roberts, his wife, have been joined herein for the purpose of foreclosing any interest which they might have in said property by virtue of Tax Sale #5029 which is probably erroneously completed. "Sanitary Only."

(35) That Clyde E. Wilson and Catherine Jane Wilson, his wife, are the record owners of the southeasterly portion of Lot 1 of Hopkins Cove, known as "Part of Lot 1, situated near Hopkins Cove" in the Seventh Election District, acquired from Eva M. Hopkins, widow, by deed dated 29 January 1944, JHH 298, folio 309, therein more fully described.

(36) That Lester Roland Moran is the record owner of Lots 28 and 30 in Block 23, all as shown on the Plat of Avalon Shores, Section A. (See Plat B ook 8, folio 36) acquired from William M. Thomas by deed dated 10 February 1936, FAM 151, folio 29, Seventh Election District.

(37) That F. B. Jackson, also known as France B. Jackson is the record owner of Lot 1, Block 9, 35 x 120 as shown on the (unrecorded) Plat of Manhattan Beach (and Oak Grove combined which plat was intended to be recorded as) Plat of Manhattan Beach #5, as revised which plat although not recorded in the plat records of Anne Arundel County is filed in and among the assessment records and are in constant use therein, said land being located in the Third Election District and was acquired by deed from Upper Ashburton Realty Company, Inc., dated 20 December 1934. See deed FAM 135, folio 20; that the Upper Ashburton Realty Company, Inc., its surviving Directors and Trustees are joined herein to foreclose any interest they might

have in said property by reason of error in description in the aforementioned deed, that error being the naming of the unrecorded plat.

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 the 14th day of October, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and the Sanitary Commission, and the Plaintiff bid and paid for the aforementioned tax sale certificates the following amounts:

NO.	CERTIFICATE NO.	BID	PRICE PAID
(1)	A3550	$22.63	Same
(2)	A3572	21.69	Same
(3)	A3571	15.20	Same
(4)	A3546	308.01	Same
(5)	A3541	74.74	Same
(6)	A3542	21.14	Same
(7)	A3391	13.93	Same
(8)	A3390	14.38	Same
(9)	A3397	16.95	Same
(10)	A3381	70.05	Same
(11)	A3535	14.15	Same
(12)	A3387	17.81	Same
(13)	A3386	22.78	Same
(14)	A3382	45.82	Same
(15)	A3450	41.43	Same
(16)	A3446	19.27	Same
(17)	A3448	16.77	Same
(18)	A3445	20.15	Same
(19)	A3441	17.94	Same
(20)	A3376	17.94	Same
(21)	A3444	440.04	Same
(22)	A3449	18.84	Same
(23)	A3443	18.94	Same
(24)	A3442	24.31	Same
(25)	A3440	24.31	Same
(26)	A3375	18.29	Same
(27)	A3439	15.82	Same
(28)	A3438	18.53	Same
(29)	A3447	16.07	Same
(30)	A3374	18.39	Same
(31)	A3499	17.56	Same
(32)	A3574	19.63	Same
(33)	A3497	20.33	Same
(34)	A3537	82.83	Same
(35)	A3573	18.49	Same
(36)	A3570	23.93	Same
(37)	A3380	21.81	Same

7. That all sums necessary for redemption of each of the aforesaid tax sale certificates are paid in full, 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 same.

TO THE END, THEREFORE, YOUR PLAINTIFF PRAYS:

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

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

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

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

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

AND AS IN DUTY BOUND, ETC.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY Frank W. Wilde
Frank W. Wilde, President

James C. Morton, Jr.
James C. Morton, Jr.
18 West Street
Annapolis, Maryland
Colonial 3-6670
Attorney for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared FRANK W. WILDE, and made oath in due form of law that he is the President of the County Commissioners of Anne Arundel County, a body corporate, and is duly authorized to make this Affidavit; further, that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Seal Notarial.

Sylvia L. Marston
Notary Public

LIBER 130 PAGE 24

✓ no 1

A 3550 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A.A. County at public auction for the sum of 22 Dollars and 63 Cents, of which 22.63 Dollars has been paid as a deposit on the property in 7th Dist. described as Lots 37-38 25X120 Alle as shown on the Plat of Sellassie Villa

arrears

and assessed to Henrietta Cummings

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLovine
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 1

24

LIBER 130 PAGE 25 No. 2.

A 3572 **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 1957, I sold to A.A. County at public auction for the sum of 21 Dollars and 69 Cents, of which 21.69 Dollars has been paid as a deposit on the property in 7th Dist described as Lots 5-6 Bldg 25 Sec A as shown on the Plat of Avalon Shores

Arrears.

and assessed to Mrs Elizabeth Tallman

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 1958, 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 1957

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [signature], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 2

25

LIBER 130 PAGE 26

103

A 3571 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to A.A. County at public auction for the sum of 15 Dollars and 20 Cents, of which 15.20 Dollars has been paid as a deposit on the property in 7th Dist described as Lot 44 Blk 41 as shown on the Plat of Arden Shores

Arrears.

and assessed to Kermitt L. Schaaff.

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 1958, 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 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth B. Lewis
Notary Public.

My Commission Expires May 4, 1959

FILED

PLAINTIFF'S EXHIBIT NO. 3 1959 OCT 13 PM 2 55

76

LIBER 130 PAGE 27

1

A 3546 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 308 Dollars and 01 Cents, of which 308.01 Dollars has been paid as a deposit on the property in 6th Dist described as Lot Impr Blk 57-3 situated on 19 Monroe Ct.

and assessed to David J. & R. V. Coffman

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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lawson
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 4

27

LIBER 130 PAGE 28

5

A 3541 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 74 Dollars and 54 Cents, of which 74.74 Dollars has been paid as a deposit on the property in 5th Dist described as Lot 190 191 & 192 & Lots 192 193 as shown on Plat of Patapsco Park.

and assessed to Charles & Susie Calloway.

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 5

1959 OCT 13 FILED

28

LIBER 130 PAGE 29

6

A 3542 **CERTIFICATE OF TAX SALE**

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 21 Dollars and 14 Cents, of which 21.14 Dollars has been paid as a deposit on the property in 5th Dist described as Lots 31-32 Blk E situated M. Crystal Spring Park.

arrears.

and assessed to Rosalie Elliott

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 1958, 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 1957

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

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

PLAINTIFF'S EXHIBIT NO. 6

1959 OCT [illegible]

29

(LIBER 130 PAGE 30)

7

A 3391

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 13 Dollars and 93 Cents, of which 13.93 Dollars has been paid as a deposit on the property in 4th Dist described as Lot 12 Blk B. as shown on the Plat of Colonial Park.

arrears.

and assessed to Frank 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 1958, 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 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 7

FILED

1958 OCT 13 PM 2:55

50

8

LIBER 130 PAGE 31

A 3390

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 14 Dollars and 38 Cents, of which 14.38 Dollars has been paid as a deposit on the property in 4th Dist described as Lots 7-8 Blk H 40 x 110 as shown on the Plat of Colonial Park.

arrears

and assessed to Mary Hayes

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 1958, 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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires 4/1/59

PLAINTIFF'S EXHIBIT NO. 8

51

LIBER 130 PAGE 32

9

A 3397

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 16 Dollars and 95 Cents, of which 16.95 Dollars has been paid as a deposit on the property in 4th Dist described as Lot 55 situated in Severn Md

arrears.

and assessed to Ernest H. & Ruby Meyers.

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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1959, 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 Nov 4 1959

PLAINTIFF'S EXHIBIT NO. 9

FILED

1959 OCT 13 PM 2:56

32

LIBER 130 PAGE 33

A 3381 **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 1957, I sold to A. A. County at public auction for the sum of 70 Dollars and 05 Cents, of which 70.05 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot Plat 1 or 105 acres & Lot 4 Plat 2 or .833 acres & Imps as shown on the Plat of Shidmore.

1954 Resale.

and assessed to Edw. Hayes.

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 1958, 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] 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires [illegible] 4, [illegible]9

PLAINTIFF'S EXHIBIT NO. 10

1958 [illegible]

3

LIBER 130 PAGE 34

A 3535 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A.A. County at public auction for the sum of 14 Dollars and 15 Cents, of which 14.15 Dollars has been paid as a deposit on the property in 4th Dist described as Lots 7-8 Blk M as shown on the Plat of Colonial Park.

Arrears.

and assessed to Magdalena B. Smith.

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lawson
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 11

FILED
1959 OCT 13 PM 2:56

LIBER 130 PAGE 35

12

A 3387

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 1957, I sold to A.A. County at public auction for the sum of 17 Dollars and 81 Cents, of which 17.81 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 27 Sec 11 as shown on the Plat of Glen Burnie Hgts.

Arrears.

and assessed to Harry L. Schroder

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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom 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 4, 59

PLAINTIFF'S EXHIBIT NO. 12

1959 OCT 13 AM 8:53

35

LIBER 130 PAGE 36

13

A 3386 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 22 Dollars and 78 Cents, of which 22.78 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 47-48 Sec 6 as shown on the Plat of Green Haven

arrears.

and assessed to John & Raymond. Rar.

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 1958, 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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 13

1959 OCT 13 PM 2:55

26

LIBER 130 PAGE 37

14

A 3382

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 1957, I sold to A.A. County at public auction for the sum of 45 Dollars and 82 Cents, of which 45.82 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 11-10 as shown on the Plat of Rock Creek.

1954 Resale.

and assessed to Mrs Barney & Geo. N. Saulsbury.

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

FILED

1959 OCT 13 PM 2:53

37

LIBER 130 PAGE 38

A 3450 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 41 Dollars and 43 Cents, of which 41.43 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 1-15 Blk 149 as shown on the Plat of Herald Harbor.

1954 Resale

and assessed to Louis + Margaret Jongbloet

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLaning
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 15

FILED

1959 OCT 13 PM 2:55

38

LIBER 130 PAGE 39

16

A 3446

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 1957, I sold to A. A. County at public auction for the sum of 19 Dollars and 27 Cents, of which 19.27 Dollars has been paid as a deposit on the property in 2nd Dist described as Lots 9-10-11 Blk 159 As shown on the Plat of Herald Harbor.

Arrears.

and assessed to Winfred J. Bronzonie

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland. Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 16

FILED

1959 OCT 13 PM 2:55

LIBER 130 PAGE 40

17

A 3448 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 1957, I sold to A. A. County at public auction for the sum of 16 Dollars and 77 Cents, of which 16.77 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 1 Blk 12 as shown on the Plat of Severn Grove.

1954 Resale.

and assessed to Chapter Phi Delta Zeta Epsilon

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 1958, 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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lansing
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 17

HP

FILED
1959 OCT 13 P 2:55

LIBER 130 PAGE 41

18

A 3445

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 1957, I sold to A. A. County at public auction for the sum of 20 Dollars and 15 Cents, of which 20.15 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 22 Blk 12 as shown on the Plat of Severn Grove.

Arrears

and assessed to Frank H. & Irvin Ziegler

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 1957

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 18

FILED

1959 OCT 13 PM 2:55

LIBER 130 PAGE 42

19

A 3441 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to A.A. County at public auction for the sum of 17 Dollars and 94 Cents, of which 17.94 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 10 Blk 16 50x150 as shown on the Plat of Severn Shore.

Arrears

and assessed to Mary D. Johnston & J Harvard.

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLaving
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 19

42

FILED
1959 OCT 13 PM 2:55

LIBER 130 PAGE 43

A 3376

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 17 Dollars and 94 Cents, of which 17.94 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 34 Blk 8 as shown on the Plat of Severn Grove

arrears

and assessed to Forest L. Beaverdale.

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 1958, 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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland. Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom 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. 20

FILED
1959 OCT 13 PM 2:53

LIBER 130 PAGE 44

21

A 3444

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 1957, I sold to A. A. County at public auction for the sum of 440 Dollars and 04 Cents, of which 440.04 Dollars has been paid as a deposit on the property in 2nd Dist described as 3 Pt of One lot Jungs situated M. Weems creek WS Riverview Av Blk 14-2

Arrears.

and assessed to Woodrow W. 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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lowing
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 21

FILED

1959 OCT 13 PM 2:56

44

LIBER 130 PAGE 45

A 3449

CERTIFICATE OF TAX SALE

22

I, JOSEPH H. GRISCOM, Sr., *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 18 Dollars and 84 Cents, of which 18.84 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 32 Blk 58 as shown on the Plat of Epping Forest.

1954 Road

and assessed to Jessie E. Gamoe

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 22

1959 OCT 13 PM 2 55

LIBER 130 PAGE 46

23

A 3443

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 1957, I sold to A. G. County at public auction for the sum of 18 Dollars and 94 Cents, of which 18.94 Dollars has been paid as a deposit on the property in 2nd Dist. described as Lots 1-2 Blk 97 Sec E As shown on the Plat of Herald Harbor

Arrears.

and assessed to Jessie E. Rees

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 1958, 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 57

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 23

46

FILED

1959 OCT 13 PM 2:55

(LIBER 130 PAGE 47) 24

A 3442 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 1957, I sold to 9.9.
County at public auction for the sum of 24 Dollars and 31
Cents, of which 24.31 Dollars has been paid as a deposit on the property
in 2nd Dist. described as Lots 45-46 Blk 117 Sec.
As shown on the Plat of Herald Harbor.

Arrears.

and assessed to Mabel P. Leroy.

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 1958, 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 57

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Francis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 24

1959 OCT 13 PM 2:55

LIBER 130 PAGE 48

A 3440 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 1957, I sold to A. A. County at public auction for the sum of 24 Dollars and 31 Cents, of which 24.31 Dollars has been paid as a deposit on the property in 2nd Dist described as Lots 10-11 Blk 131 Sec D As shown on the Plat of Herald Harbor.

arrears.

and assessed to Annie Hauer

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 1958., 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 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 25

FILED
1959 OCT 13 PM 2:57

48

LIBER 130 PAGE 49

26

A 3375 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 1957, I sold to A. A. County at public auction for the sum of 18 Dollars and 29 Cents, of which 18.29 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 56 Blk 73 as shown on the Plat of Herald Harbor.

arrears.

and assessed to Edward L. Carter

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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 4/1/59

PLAINTIFF'S EXHIBIT NO. 26

1959 OCT 13 PM 2:57

49

LIBER 130 PAGE 50

27

A 3439

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 15 Dollars and 82 Cents, of which 15.82 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 9 Blk A Sec 1 Plat 5 as shown on the Plat of South Haven.

Arrears

and assessed to Charles D & Edith L. Skinner

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 27

FILED
1959 OCT

50

LIBER 130 PAGE 51

28

A 3438

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to A.A. County at public auction for the sum of 18 Dollars and 53 Cents, of which 18.53 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 30-31 Blk U-2 Sec 1 Plat 3 as shown on the Plat of South Haven

Arrears

and assessed to Mary Evelyn Dorsey

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McGinnis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 28

1959 OCT 13 AM 2:57

51

LIBER 130 PAGE 52

29

A 3447

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 16 Dollars and 07 Cents, of which 16.07 Dollars has been paid as a deposit on the property in 2nd Dist described as Lots 53 Blk C Plat 4 Sec 1 as shown on the Plat of South Haven

1954 Resale

and assessed to Louis E Teal

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 1958, 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 57

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 29

FILED
1959 OCT 13 PM 2 57

52

LIBER 130 PAGE 53

30

A 3374

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 1957, I sold to A. A. County at public auction for the sum of 18 Dollars and 39 Cents, of which 18.39 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 15 Blk 2 Sec 1 Plat 3 As shown on the Plat of South Haven.

Arrears.

and assessed to Fred A. Burke

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 1958, 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 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

[illegible]
Notary Public.

My Commission Expires [illegible] 4, 1959

PLAINTIFF'S EXHIBIT NO. 30

FILED
1959 OCT 20 PM 2:57

53

LIBER 130 PAGE 54

31

A 3499 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 1957, I sold to A. A. County at public auction for the sum of 17 Dollars and 56 Cents, of which 17.56 Dollars has been paid as a deposit on the property in 1st Dist described as .234 as situated on Rhode River

arrears.

and assessed to John C. & Betty B. Bilby

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 1st 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 4, 1959

FILED

PLAINTIFF'S EXHIBIT NO. 31

1959 OCT 13 PM 2 57

54

LIBER 130 PAGE 55

32

A 3574 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A. A. County at public auction for the sum of 19 Dollars and 63 Cents, of which 19.63 Dollars has been paid as a deposit on the property in 1st Dist described as Lots 165-166 50x80 ea as shown on the Plat of North Selby

1954 Resale

and assessed to Florence E. Lancaster

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 1957, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4 1959

FILED
1959 OCT 13

PLAINTIFF'S EXHIBIT NO. 32

55

LIBER 130 PAGE 56 33

A 3497 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A.A. County at public auction for the sum of 20 Dollars and 33 Cents, of which 20.33 Dollars has been paid as a deposit on the property in 1st Dist. described as Lot 366 as shown on the Plat of Woodland Beach.

arrears.

and assessed to T. Carrol Worthington et al

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 4, 1959

FILED

PLAINTIFF'S EXHIBIT NO. 33 1959 OCT 13 PM 2 57

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LIBER 130 PAGE 57

34

A 3537 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to County at public auction for the sum of 82 Dollars and 83 Cents, of which 82.83 Dollars has been paid as a deposit on the property in 5th Dist described as Lots 27-28 Blk C Glendale Terrace

Sanitary Only.

and assessed to Joseph & Josephine Albertelli

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 1957

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 34

FILED
1959 OCT 13 PM 2:57

LIBER 130 PAGE 58

35

A 3573

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 1957, I sold to A. A. County at public auction for the sum of 18 Dollars and 49 Cents, of which 18.49 Dollars has been paid as a deposit on the property in 7th Dist described as Pt of Lot 1 situated Nr. Hopkins Cove

arrears.

and assessed to Clyde & Catherine Wilson - 7405 Columbia ave. College Pk 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 15th 1958, 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 1957

Joseph H. Griscom

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth B. Lewis

Notary Public.

My Commission Expires May 4, 1959

FILED

1959 OCT 13 PM 2:5

PLAINTIFF'S EXHIBIT NO. 35

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(LIBER 130 PAGE 59) 36

A 3570 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 1957, I sold to A-A County at public auction for the sum of 23 Dollars and 93 Cents, of which 23.93 Dollars has been paid as a deposit on the property in 7th Dist. described as Lots 28-30 Blk 23 as shown on the Plat of Avalon Shores

arrears.

and assessed to Lester Roland Moran

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 1957, 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 57

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lewis
Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 36

FILED
1959 OCT 13 PM 2 57

LIBER 130 PAGE 60

37

A 3380

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 1957, I sold to A. A. County at public auction for the sum of 21 Dollars and 81 Cents, of which 21.81 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 1 Blk 9 35-x120 as shown on the Plat of Manhattan Beach.

1954 Resale

and assessed to Eleanor B. Jackson

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 1958, 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 1957

Joseph H. Griscom
Collector.

State of Maryland. Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959

PLAINTIFF'S EXHIBIT NO. 37 1959 OCT 13 PM 2:57

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James C. Morton, Jr.
Annapolis, Maryland
Attorney for Plaintiff

LIBER 130 PAGE 61

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

COUNTY COMMISSIONERS	*	IN EQUITY
OF ANNE ARUNDEL COUNTY	*	EQUITY NO. 13466
A body corporate	*	
Plaintiff	*	
VS.	*	

HENRIETTA CUMMINGS, 809 Howard Road, S. E., Washington 20, D. C.

MRS. ELIZABETH TALLMAN, 4751 North 21st Road, Apartment 3, Arlington, Virginia

KERMITT L. SCHARFF, also known as Kermit L. Sharff, 6015 Twentieth Street, North Arlington, Virginia

DAVID J. COFFMAN and ROSE V. COFFMAN, 19 Monroe Court, Annapolis, Maryland

CHARLES CALLOWAY and SUSIE CALLOWAY, 669 Pierce Street, Baltimore, Maryland

ROSALIE ELLIOTT, 14 Northeast Tenth Street, Milford Delaware

FRANK JOHNSON and _____ JOHNSON, his wife, if any, 10 Calvert Court, Annapolis, Maryland

MARY HAYES, Unknown heirs of Mary Hayes if any, 2535 Salem Street, Baltimore, Maryland

JOHN G. LOSE and MARY FRANCES LOSE, his wife, College Park, Maryland

H. ERNEST MEYERS and RUBY MEYERS, his wife, also known as H. Ernest Myers and Ruby Myers, 308 Bloomsbury Avenue, Catonsville, Maryland, United States Internal Revenue Department, c/o U. S. District Attorney, U. S. District Court, Baltimore, Maryland, Washington, D. C. (Federal Lienor), Philip A. Myers, Emma B. Myers, his wife (Judgment Lienor-Creditor), Baltimore, Maryland, Maryland Credit Finance Corporation, Baltimore, Maryland, (Judgment Lienor-Creditor), Catonsville National Bank, Catonsville, Maryland (Mortgagee JHH 735-388, JHH 807-386)

EDWARD HAYES, unmarried, deceased, and the heirs at law of the said Edward Hayes; Perry Hayes, brother, Yorktown, St. Margarets, Malcom Hayes, brother, St. Margarets, Eveline Carr, sister, St. Margarets

MAGDALENA B. SMITH, status unknown, Heirs at law of Magdalena B. Smith, 1938 McCulloh Street, Baltimore, Maryland

HARRY L. SCHROEDER and _____ SCHROEDER, his wife, 1611 East Oliver Street, Baltimore, Maryland

(4) JOHN RAU and RAYMOND RAU, his son, 1114 South Conklin Street, Baltimore, Maryland

(5) GEORGE E. SAULSBURG and MYRA R. SAULSBURG, wife, WILLIAM W. VARNEY, also known as William Barney, R.F.D. Branters Ridge, Fallston, Maryland

LOUIS JONGBLOET and MARGARET JONGBLOET, his wife, Crownsville, Maryland, Eleanor Elizabeth Bloomquist, Herald Harbor, Maryland

WINFRED J. BRONZONIE and _____ BRONZONIE, his spouse, 6316 Patterson Street, Riverdale, Maryland, Annie C. Daugherty and unknown heirs of Annie C. Daugherty, Address Unknown, Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr., Address Unknown

PHI DELTA ZETA EPSILON CHAPTER, c/o H. Howard, 1404 S. George Mason Drive, Arlington 4, Virginia

FRANK H. ZIEGLER, F. IRVIN ZIEGLER, 1821 North Monroe Street, Baltimore, Maryland

(6) J. HARVARD JOHNSTON and MARY D. JOHNSTON, status unknown, 414 Eresham Avenue, or 414 Erasham Avenue, Baltimore, Maryland

FORREST C. BEACOCK and _____ BEACOCK, his wife, if any, and the unknown heirs of the said Person above described if he be deceased, Dickerson, Maryland

(7) OUT WOODROW W. THOMAS and MURIEL F. THOMAS, R.F.D. 3, Annapolis, Maryland, also Wilbur T. Shawn and Naomi E. Shawn, wife, Mortgagees, 2 Weems Creek Drive, Annapolis, Maryland

JESSIE E. GANOE, also known as JESSIE E. PRIEBE, c/o Jessie G. Priebe, 508 10th Street, Santa Monica, California

JESSIE C. REES, and unknown heirs if any of said Jessie C. Rees, 3817 Seminary Avenue, Richmond, Virginia

MABEL P. LeROY, and the unknown heirs if any of said Mabel P. LeRoy, if any, 17 Highland Street, Ware, Massachusetts

ANNIE HAUER, and the unknown heirs of said Annie Hauer, if any, 4027 20th Street, N., Arlington, Virginia

EDWARD L. CARTER, and the unknown heirs of the said Edward L. Carter, if any, 1707 Park Avenue, Baltimore 17, Maryland

CHARLES D. FLIMNER, also known as (Flimmer), EDITH L. FLIMNER, also known as Flimmer, 807 Woodrow Avenue, High Point, North Carolina

MARY EVELYN DORSEY, and the unknown heirs of Mary Evelyn Dorsey, if any, 1706 "B" Street, N. E., Washington, D. C.

LOIS E. CECIL, also known as Louis E. Cecil, 3204 Otis Avenue, Mt. Rainier, Maryland -"1954 Resale"-

FRED A. BURKE, and _____ BURKE, his wife, if any, 3017 Otis Street, Washington, D. C.

JOHN C. BILBY and IRENE B. BILBY, wife, 3812 Old Dominion Boulevard, Alexandria, Virginia, Betty B. Bilby, Divorced First Wife, Beverly Hills, California, also, c/o John C. Bilby, 3812 Old Dominion Boulevard, Alexandria, Virginia

FLORENCE E. LANCASTER, also known as E. Florence Lancaster, and any unknown heirs of the said E. Florence Lancaster if she be deceased, ALL STATES HOTEL, 514 19th Street, N. W., Washington, D. C.

WARREN SMADBECK and VIOLETA SMADBECK, his wife, New York City, New York, WESLEY RUGGLES, Address Unknown, D. DUDLEY KING and FRANCES A. KING, his wife, Address Unknown, HENRY T. BUCHANAN and AGNES SALEM BUCHANAN, his wife, Address Unknown, T. CARROLL WORTHINGTON, and _____ WORTHINGTON, his wife, Franklin Street, Annapolis, Maryland, PATRICK J. WHITE, c/o T. Carroll Worthington, South Street, Annapolis, Maryland, also, 234 Main Street, Annapolis, Maryland

JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife, Address Unknown, J. CLINTON ROBERTS and _____ ROBERTS, his wife, DONALD R. ROBERTS and MAMIE CHARD ROBERTS, his wife, Glen Burnie, Maryland

Et al

CLYDE E. WILSON and CATHERINE JANE WILSON, wife, 7405 Columbia Avenue, College Park, Maryland, LEWIS EDWARD WILSON, 9108 Rhode Island Drive, College Park, Maryland

LESTER ROLAND MORAN, c/o William H. Kilby, 1712 North Wayne Street, Arlington, Virginia

F. B. JACKSON, also known as FRANCE B. JACKSON, Simonson, Virginia, Upper Ashburton Realty Company, Inc., Surviving Directors and Trustees of Upper Ashburton Realty Company, Inc., c/o H. J. Bachman, Severna Park, Maryland

IN ADDITION TO THE PARTIES HEREIN NAMED SPECIFICALLY, IT IS INTENDED THAT THERE BE INCLUDED HEREIN, AS PARTIES, ALL PERSONS, HEIRS, AND UNKNOWN HEIRS OR PERSONS UNKNOWN THAT WILL 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 BY 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:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1) Seventh	Lots 37 & 38 as shown on the plat of Selassie Villa, Plat Book 17, Page 44	A3550

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DISTRICT	DESCRIPTION	CERTIFICATE NO.
(2) Seventh	Lots 5 & 6, Block 25, Section A, as shown on the plat of Avalon Shores, Plat Book 8, Page 36	A3572
(3) Seventh	Lot 44, Block 41, as shown on the Plat of Avalon Shores, Plat Book 10, Page 4	A3571
(4) Sixth	Lot & Improvements, Block 57-3, 19 Monroe Court	A3546
(5) Fifth	Lots 190 & 191 and parts of Lots 192 & 193, as shown on the plat of Patapsco Park, Plat Book 12, Page 8	A3541
(6) Fifth	Lots 31 & 32, Block E, as shown on the plat of Crystal Springs Park, Plat Book 1, Page 20	A3542
(7) Fourth	Lot 12, Block B, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 & 16)	A3391
(8) Fourth	Lots 7 & 8, Block H, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15 & 16)	A3390
(9) Fourth	Being a parcel of land containing .55 acres more or less, situated near Severn, Maryland (Being a part of GW 133, folio 230)	A3397
~~(10)~~ 9 Third	Lot 1 or 1.05 acres, more or less, and Lot 4, Plat 2, or .833 acres, more or less, and improvements as shown on the Plat of Skidmore (see Plat JHH 238, folio 90 and JHH 283, folio 89)	A3381
~~(11)~~ 10 Fourth	Lots 7 & 8, Block M, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 & 16)	A3535
~~(12)~~ 11 Third	Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 27 & 28)	A3387
~~(13)~~ 12 Third	Lots 47 & 48, Section 66, as shown on the plat of Green Haven (See Plat Book 13, folio 40 and 41)	A3386
~~(14)~~ 13 Third	Lots 11-10 as shown on the Plat of Rock Creek (also known as "White Rock North Group." Entirely surrounded by the waters of the Patapsco River)	A3382

Out

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DISTRICT	DESCRIPTION	CERTIFICATE NO.
~~(15)~~ 14 Second	Lots 1 to 15 inclusive, Block 149 as shown on the Plat of Herald Harbor (See Plat Book No. 4, folio 6)	A3450
~~(16)~~ 15 Second	Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor, Section F (Plat Book 4, folio 6)	A3446
~~(17)~~ 16 Second	Lot 1, Block 12, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41)	A3448
~~(18)~~ 17 Second	Lot 22, Block 12, as shown on the Plat of Severn Grove (Plat Book 8, folio 41)	A3445
~~(19)~~ 18 Second	Lot 10, Block 16, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41)	A3441
~~(20)~~ 19 Second	Lot 34, Block 8, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41)	A3376
(21) Second	Three parts of one lot and improvements situated near Weems Creek west side of Riverview Avenue, Block 14-2 (Being part of JHH 371, folio 252)	A3444
~~(22)~~ 20 Second	Lot 32, Block 58, as shown on the Plat of Epping Forest, Section B (Plat Book 1, folio 47)	A3449
(23) 21 Second	Lots 1-2, Block 97, Section E, as shown on the amended Plat of Herald Harbor (See Plat Book 4, folio 14)	A3443
~~(24)~~ 22 Second	Lots 45 & 46, Block 117, as shown on the (amended) plat of Herald Harbor (Plat Book 4, folio 17) Section C.	A3442
(25) 23 Second	Lots 10 & 11, Block 131, Section D, as shown on the Plat of Herald Harbor, (See Plat Book 4, folio 7)	A3440
~~(26)~~ 24 Second	Lot 56, Block 73, Section E, as shown on the Plat of Herald Harbor, on the Severn, (See Plat Book 3, folio 36)	A3375

DISTRICT	DESCRIPTION	CERTIFICATE NO.
25 ~~(27)~~ Second	Lot 9, Block D, as shown on the Plat of Southaven (See Plat Book 10, folio 32)	A3439
26 ~~(28)~~ Second	Lot 30 and 31, Block V-2, Section 1, as shown on the Plat of South Haven, Plat 3 (See Plat Book 10, folio 14)	A3438
27 ~~(29)~~ Second	Lot 53, Block G, Section 1, as shown on the Plat 4 of South Haven (See Plat Book 10, folio 24)	A3447
28 ~~(30)~~ Second	Lot 15, Block U-1, as shown on the Plat of South Haven (See Plat Book 10, folio 14)	A3374
29 ~~(31)~~ First	.234 acres, more or less, situated near Rhode River (Being a part of Winifred Carr property)	A3499
30 ~~(32)~~ First	Lots 165-166, 50 x 80 each, as shown on the plat of North Selby, (See Plat Book 8, folio 27) "Resale 1954"	A3574
31 ~~(33)~~ First	Lot 366, as shown on the Plat of Woodland Beach	A3497
32 ~~(34)~~ Fifth	Lot 27 & 28, Block C, as shown on the Plat of Glendale Terrace (See Plat Book 3, folio 25)	A3537
~~(35)~~ Seventh	Part of Lot 1 situated near Hopkins Cove (see Deed JHH 298, folio 309)	A3573
33 ~~(36)~~ Seventh	Lots 38 and 30, Block 23, as shown on the Plat of Avalon Shores (see Plat Book 8, folio 36)	A3570
34 ~~(37)~~ Third	Lot 1, Block 9, 35' x 120' as shown on the plat #5 of Manhattan Beach (unrecorded).	A3380

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, Plaintiff, on October 14, 1957, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, 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. A3550 - Lots 37 and 38, 25 x 120 as shown on the plat of Sellassie Village, Seventh Election District, and assessed to Henrietta Cummings (See Deed JHH 588, folio 418); and sold to the Plaintiff for $22.63, which sum is paid.

(2) Certificate No. A3572 - Lots 5 and 6, Block 25, Section A, as shown on the plat of Avalon Shores, Seventh Election District (See Plat Book 8, Page 36 and Deed JHH 691, folio 150) and assessed to Elizabeth Tallman; and sold to the Plaintiff for $21.69, which sum is paid.

(3) Certificate No. A3571 - Lot 44, Block 41, Section B, as shown on the Plat of Avalon Shores (Plat Book 10, folio 4), Seventh Election District, and assessed to Kermitt L. Scharff, (see also Deed JHH 216, folio 429); and sold to the Plaintiff for $15.20, which sum is paid.

(4) Certificate No. A3546 - Lot and improvements, Block 57-3, situated at 19 Monroe Court in the City of Annapolis, Sixth Election District. (For more particular description, see deed from Lillian Blay, widow, in JHH 197, folio 168), the same being assessed to David J. Coffman and Rose V. Coffman, his wife; and sold to the Plaintiff for $308.01, which sum is paid.

(5) Certificate No. A3541 - Lots 190-191 and parts of 192 and 193 as shown on the Plat of Patapsco Park. (See Plat Book 12, folio 8), Fifth Election District, and assessed to Charles Calloway and Susie Calloway), his wife (See WNW 57, folio 352, see also deed WNW 57, folio 354); and sold to the Plaintiff for $74.74, which sum is paid.

(6) Certificate No. A3542 - Lots 31-32, Block E, as shown on the Plat of Crystal Springs Park (Plat Book 1, folio 20) in the Fifth Election District, and assessed to Rosalie Elliott. (See also deed FSR 108, folio 468); and sold to the Plaintiff for $21.14, which sum is paid.

(7) Certificate No. A3391 - Lot 12, Block B, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15-16, in the Fourth Election District, and assessed to Frank Johnson. (See deed FSR 101, folio 306); and sold to the Plaintiff for $13.93, which sum is paid.

(8) Certificate No. A3390 - Lots 7 and 8, Block H, as shown on the Plat of Colonial Park. (See Plat Book 15, folios 15-16) in the Fourth Election District, and assessed to Mary Hayes (See also deed FSR 23, folio 411); and sold to the Plaintiff for $14.38, which sum is paid.

(9) Certificate No. A3397 - Being a parcel of land containing .55 acres of land, more or less, on Old Oak Road in the Fourth Election District, and assessed to H. Ernest and Ruby Meyers. (See deed JHH 717, folio 469 - being part of GW 113, folio 230); and sold to the Plaintiff for $16.95, which sum is paid.

~~(10)~~ Certificate No. A3381 - Lot No. 1 or 1.05 acres, more or less, and Lot 4, Plat 2 or .833 acres, more or less, and improvements as shown on the Plat of the Subdivision of George Hayes Property at Skidmore. (See Plat JHH 238, folio 90) in the Third Election District and assessed to Edward Hayes (he being now and then deceased); and sold to the Plaintiff for $70.05, which sum is paid.

~~(11)~~ Certificate No. A3535 - Lots Nos. 7 and 8, Block M, as shown on the Plat of Colonial Park (See Plat Book 15, folios 15 and 16) in the Fourth Election District and assessed to Magdolena B. Smith, (Being the same property in FSR 90, folio 140 and JHH 348, folio 43); and sold to the Plaintiff for $14.15, which sum is paid.

~~(12)~~ Certificate No. A3387 - Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (See Plat Book 16, folios 27 and 28) in the Third Election District and assessed to Harry L. Schroder (Schroeder). (Being the same property in deed FSR 13, folio 274); and sold to the Plaintiff for $17.81, which sum is paid.

~~(13)~~ Certificate No. A3386 - Lots 47 and 48, Section 66, as shown on the Plat of Green Haven (See Plat Book 13, folios 40 and 41) in the Third Election District and assessed to John Rau and Raymond Rau, his son, (See deed WNW 9, folio 47); and sold to the Plaintiff for $22.78, which sum is paid.

~~(14)~~ Certificate No. A3382 - Lots 11-10 as shown on the Plat of Rock Creek, also known as four parcels of land situated on the Patapsco River known as "White Rock North Group," situated in the Third Election District and assessed to William Barney, (also known as William W. Varney) and George N. Saulsbury (See deed WNW 27, folio 223, and Patent (land) Liber JSS 1, folio 10, 11, 12, 13, etc.; and sold to the Plaintiff for $45.82, which sum is paid.

14

~~(15)~~ Certificate No. A3450 - Lots 1 through 15, inclusive, Block 149, as shown on the plat entitled Herald Harbor (See Plat Book 4, folio 6) in the Second Election District, and assessed to Louis and Margaret Jongbloet, (being part of the land in JHH 428, folio 283); and sold to the Plaintiff for $41.43, which sum is paid.

15

~~(16)~~ Certificate No. A3446 - Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor (See Plat Book 4, folio 6) in the Second Election District and assessed to Winfred J. Bronzonie (also see deed JHH 495, folio 400); and sold to the Plaintiff for $19.27, which sum is paid.

16

~~(17)~~ Certificate No. A3448 - Lot 1, Block 12, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41) in the Second Election District and assessed to Chapter Phi Delta Zeta Epsilon, c/o H. Howard, (also see deed WMB 133, folio 391); and sold to the Plaintiff for $16.77, which sum is paid.

17

~~(18)~~ Certificate No. A3445 - Lot 22, Block 12, as shown on the Plat of Severn Grove (see Plat Book 8, folio 41) in the Second Election District and assessed to Frank H. Ziegler and (F) Irvin Ziegler (see deed WMB 125, folio 420); and sold to the Plaintiff for $20.15, which sum is paid.

18

~~(19)~~ Certificate No. A3441 - Lot 10, Block 16, as shown on the Plat of Severn Grove (see Plat Book 8, folio 41) in the Second Election District and assessed to Mary D. Johnston and J. Harvard (see deed WMB 131, folio 371); and sold to the Plaintiff for $17.94, which sum is paid.

19

~~(20)~~ Certificate No. A3376 - Lot 34, Block 8, as shown on the plat of Severn Grove, (Plat Book 8, folio 41) in the Second Election District, and assessed to Forrest (Forest) C. Beacock (see deed FSR 104, folio 144); and sold to the Plaintiff for $17.94, which sum is paid.

Cut

~~(21)~~ Certificate No. A3444 - three parts of one lot and improvements situated near Weems Creek on the west side of Riverview Avenue, Block 14-2 in the Second Election District, and assessed to Woodrow W. Thomas (see deed JHH 371, folio 252, and exception JHH 727, folio 78 to State Roads Commission); and sold to the Plaintiff for $440.04, which sum is paid.

~~(22)~~ Certificate No. A3449 - Lot 32, Block 58, as shown on the Plat of Epping Forest (see Plat Book 1, folio 47) in the Second Election District, and assessed to Jessie E. Ganoe (also known as J. E. Priebe). See deed WMB 33, folio 246, same as FSR 6, folio 246); and sold to the Plaintiff for $18.84, which sum is paid.

21

~~(23)~~ Certificate No. A3443 - Lots 1 and 2, Block 97, Section E, as shown on the Amended Plat of Herald Harbor. (See Plat Book 4, folio 14), Second Election District, and assessed to Jessie C. Rees, (see deed FAM 141, folio 319), and sold to the Plaintiff for $18.94, which sum is paid.

22

~~(24)~~ Certificate No. A3442 - Lots 45 and 46, Block 117, Section C, as shown on the (amended) Plat of Herald Harbor (see Plat Book 4, folio 17) in the Second Election District, and assessed to Mabel P. Leroy (LeRoy). (See deed WNW 90, folio 378); and sold to the Plaintiff for $24.31, which sum is paid.

23

~~(25)~~ Certificate No. A3440 - Lots 10 and 11, Block 131, Section D, as shown on the Plat of Herald Harbor. (See Plat Book 4, folio 7), Second Election District and assessed to Annie Hauer, (see deed WMB 13, folio 7); and sold to the Plaintiff for $24.31, which sum is paid.

24

~~(26)~~ Certificate No. A3375 - Lot 56, Block 73, Section E, as shown on the plat of Herald Harbor (see Plat Book 3, folio 36), Second Election District, and assessed to Edward L. Carter (see deed JHH 295, folio 341); and sold to the Plaintiff for $18.29, which sum is paid.

25

~~(27)~~ Certificate No. A3439 - Lot 9, Block D, as shown on the Plat of Section 1, Southhaven (see Plat Book 10, folio 32), Second Election District, and assessed to Charles D. and Edith L. Flimmer (Flimner). (See deed FAM 189, folio 18); and sold to the Plaintiff for $15.82, which sum is paid.

26

~~(28)~~ Certificate No. A3438 - Lots 30 and 31, Block U-2, Section 1, as shown on the Plat of South Haven, Plat 3. (See Plat Book 10, folio 14), Second Election District, and assessed to Mary Evelyn Dorsey, (See also deed JHH 206, folio 275); and sold to the Plaintiff for $18.53, which sum is paid.

27

~~(29)~~ Certificate No. A3447 - Lot 53, Block C, Section 1, as shown on Plat 4 of South Haven (see Plat Book 10, folio 24), Second Election District and assessed to (Louis) or Lois E. Cecil (see deed FAM 167, folio 240). Resale 1954; and sold to the Plaintiff for $16.07, which sum is paid.

28

~~(30)~~ Certificate No. A3374 - Lot 15, Block U-1, Section 1, as shown on Plat 3 of South Haven. (See Plat Book 10, folio 14) Second Election District, and assessed to Fred A. Burke (see deed FAM 189, folio 11); and sold to the Plaintiff for $18.39, which sum is paid.

29

~~(31)~~ Certificate No. A3499 - Being .234 acres, more or less, near Rhode River (being a part of the Winifred Carr property), First Election District and assessed to John C. and Betty B. Bilby. (See deed JHH 394, folio 199, Second parcel therein, and exception JHH 783, folio 207); and sold to the Plaintiff for $17.56, which sum is paid.

30

~~(32)~~ Certificate No. A3574 - Lots 165 - 166, 50 x 80 each, as shown on the Plat of North Selby (See Plat Book 8, folio 27) in the First Election District, and assessed to Florence E. Lancaster, (see deed FAM 143, folio 239); and sold to the Plaintiff for $19.63, which sum is paid.

31

~~(33)~~ Certificate No. A3497 - Lot 366 as shown on the Plat of Woodland Beach, First Election District, and assessed to T. Carroll Worthington, et al, (see deed JHH 310, folio 480); and sold to the Plaintiff for $20.33, which sum is paid.

32

~~(34)~~ Certificate No. A3537 - Lots 27 and 28, Block C, as shown on the Plat of Glendale Terrace, Fifth Election District (see Plat Book 3, folio 25) and assessed to Joseph and Josephine Abertelli. (See deed JHH 386, folio 191); and sold to the Plaintiff for $82.83, which sum is paid.

(35) Certificate No. 3573 - Being part of Lot 1, situated near Hopkins Cove, as shown on the plat of Hopkins Cove, in the Seventh Election District and assessed to Clyde and Catherine Wilson. (See deed JHH 298, folio 309); and sold to the Plaintiff for $18.49, which sum is paid.

33

~~(36)~~ Certificate No. A3570 - Lots 28 and 30, Block 23, as shown on the Plat of Avalon Shores. (See Plat Book 8, folio 36) Seventh Election District, and assessed to Lester Roland Moran (See deed FAM 151, folio 29); and sold to the Plaintiff for $23.93, which sum is paid.

~~(37)~~ Certificate No. A3380 - Lot 1, Block 9, 35 x 120, as shown on the Revised Plat No. 5 of Manhattan Beach (which said Plat is recorded in the office of the Tax Assessment Department) Third Election District and assessed to Frances B. Jackson. (See deed FAM 135, folio 20); and sold to the Plaintiff for $21.81, which sum is paid.

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

It is thereupon this 19th day of October, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 24th day of December, 1959, next, warning the said Henrietta Cummings; Mrs. Elizabeth Tallman; Kermitt L. Scharff, also known as Kermit L. Sharff; David J. Coffman and Rose V. Coffman, his wife; Charles Calloway and Susie Calloway, his wife; Rosalie Elliott; Frank Johnson and _____ Johnson, his wife; Mary Hayes; H. Ernest Meyers and Ruby Meyers, his wife, also known as H. Ernest Myers and Ruby Myers, his wife; United States Internal Revenue Department; Philip A. Myers and Emma B.

Myers, his wife; Maryland Credit Finance Corporation; Emma B. Myers; Catonsville National Bank; Edward Hayes, Perry Hayes, Malcom Hayes, Eveline Carr; Magdalena B. Smith; Harry L. Schroeder and _____ Schroeder, his wife; John Rau and Raymond Rau, his son; George E. Saulsburg and Myra R. Saulsburg, his wife, and William W. Varney, also known as William Barney; Louis Jongbloet and Margaret Jongbloet, his wife, Eleanor Elizabeth Bloomquist; Winfred J. Bronzonie and _____ Bronzonie, his spouse, Annie C. Daugherty and Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr.; Phi Delta Zeta Epsilon Chapter; Frank H. Ziegler and F. Irvin Ziegler; J. Harvard Johnston and Mary D. Johnston; Forrest C. Beacock and _____ Beacock, his wife; Woodrow W. Thomas and Muriel F. Thomas, Wilbur T. Shawn and Naomi E. Shawn, wife; Jessie E. Ganoe, also known as Jessie E. Priebe; Jessie C. Rees; Mabel P. LeRoy; Annie Hauer; Edward L. Carter; Charles D. Flimmer and Edith L. Flimmer, also known as Flimmer; Mary Evelyn Dorsey; Lois E. Cecil, also known as Louis E. Cecil; Fred A. Burke and _____ Burke, his wife; John C. Bilby and Irene B. Bilby, wife, Betty B. Bilby; Florence C. Lancaster, also known as E. Florence Lancaster; Warren Smadbeck and Violeta Smadbeck, his wife, Wesley Ruggles, D. Dudley King and Frances A. King, his wife, Henry T. Buchanan and Agnes Salem Buchanan, his wife, T. Carroll Worthington and _____ Worthington, his wife, Patrick J. White; Joseph Abertelli and Josephine Abertelli, his wife, J. Clinton Roberts and _____ Roberts, his wife, Donald R. Roberts and Mamie Chard Roberts, his wife; Clyde E. Wilson and Catherine Jane Wilson, his wife, Lewis Edward Wilson; Lester Roland Moran; and F. B. Jackson, also known as France B. Jackson, and Upper Ashburton Realty Company, Inc.; 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 24th day of December, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, County Commissioners of Anne Arundel County, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 74

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1959

We hereby certify, that the annexed

Order of Publication

Eq. 13,466

County Commissioners vs.

Henrietta Cummings

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of December, 1959. The first insertion being made the 22nd day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11600

By W. Tilghman

74

James C. Morton, Jr.
Annapolis, Maryland
Attorney for Plaintiff

In The Circuit Court
For Anne Arundel County, Maryland
In Equity
Equity No. 13,466

COUNTY COMMISSIONERS
OF ANNE ARUNDEL COUNTY
A body corporate
Plaintiff
VS.

HENRIETTA CUMMINGS, 809 Howard Road, S.E., Washington 20, D.C.

MRS. ELIZABETH TALLMAN, 4751 North 21st Road, Apartment 3, Arlington, Virginia

KERMITT L. SCHARFF, also known as Kermit L. Sharff, 6015 Twentieth Street, North Arlington, Virginia

DAVID J. COFFMAN and ROSE V. COFFMAN, 19 Monroe Court, Annapolis, Maryland

CHARLES CALLOWAY and SUSIE CALLOWAY, 669 Pierce Street, Baltimore, Maryland

ROSALIE ELLIOTT, 14 Northeast Tenth Street, Milford, Delaware

FRANK JOHNSON and ———— JOHNSON, his wife, if any, 10 Calvert Court, Annapolis, Maryland

MARY HAYES, Unknown heirs of Mary Hayes if any, 2535 Salem Street, Baltimore, Maryland

JOHN G. LOSE and MARY FRANCES LOSE, his wife, College Park, Maryland

H. ERNEST MEYERS and RUBY MEYERS, his wife, also known as H. Ernest Myers and Ruby Myers, 308 Bloomsbury Avenue, Catonsville, Maryland, United States Internal Revenue Department, c/o U.S. District Attorney, U.S. District Court, Baltimore, Maryland, Washington, D.C. (Federal Lienor), Philip A. Myers, Emma B. Myers, his wife (Judgment Lienor-Creditor), Baltimore, Maryland, Maryland Credit Finance Corporation, Baltimore, Maryland, (Judgment Lienor-Creditor), Catonsville National Bank, Catonsville, Maryland (Mortgagee JHH 735-288, JHH 807-386)

EDWARD HAYES, unmarried, deceased, and the heirs at law of the said Edward Hayes; Perry Hayes, brother, Yorktown, St. Margarets, Malcolm Hayes, brother, St. Margarets, Eveline Carr, sister, St. Margarets

MAGDALENA B. SMITH, status unknown, Heirs at law of Magdalena B. Smith, 1938 McCulloh Street, Baltimore, Maryland

HARRY L. SCHROEDER and ———— SCHROEDER, his wife, 1611 East Oliver Street, Baltimore, Maryland

JOHN RAU and RAYMOND RAU, his son, 1114 South Conkling Street, Baltimore, Maryland

GEORGE E. SAULSBURG and MYRA R. SAULSBURG, wife, WILLIAM W. VARNEY, also known as William Barney, R.F.D. Branters Ridge, Fallston, Maryland

LOUIS JONGBLOET and MARGARET JONGBLOET, his wife, Crownsville, Maryland, Eleanor Elizabeth Bloomquist, Herald Harbor, Maryland

WINFRED J. BRONZONIE and ———— BRONZONIE, his spouse, 6318 Patterson Street, Riverdale, Maryland, Annie C. Daugherty and unknown heirs of Annie C. Daugherty, Address Unknown, Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr., Address Unknown

(10)	Third	Lot 1 or 1.65 acres, more or less, and Lot 4, Plat 2, or .833 acres, more or less, and improvements as shown on the Plat of Skidmore (see Plat JHH 238, folio 90 and JHH 283, folio 89)	A3381
(11)	Fourth	Lots 7 & 8, Block M, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 & 16)	A3535
(12)	Third	Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 27 & 28)	A3387
(13)	Third	Lots 47 & 48, Section 66, as shown on the Plat of Green Haven (See Plat Book 13, folio 40 & 41)	A3386
(14)	Third	Lots 11-10 as shown on the Plat of Rock Creek (also known as "White Rock North Group." Entirely surrounded by the waters of the Patapsco (River)	A3382
(15)	Second	Lots 1 to 15 inclusive, Block 149 as shown on the Plat of Herald Harbor (See Plat Book No. 4, folio 6)	A3450
(16)	Second	Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor, Section F (Plat Book 4, folio 6)	A3448
(17)	Second	Lot 1, Block 12, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41)	A3448
(18)	Second	Lot 22, Block 12, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41)	A3445
(19)	Second	Lot 10, Block 16, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41)	A3441
(20)	Second	Lot 34, Block 8, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41)	A3378
(21)	Second	Three parts of one lot and improvements situated near Weems Creek west side of Riverview Avenue, Block 14-2 (Being part of JHH 371, folio 252)	A3444
(22)	Second	Lot 32, Block 58, as shown on the Plat of Epping Forest, Section B (Plat Book 1, folio 47)	A3449
(23)	Second	Lots 1-2, Block 97, Section E, as shown on the amended Plat of Herald Harbor (See Plat Book 4, folio 14)	A3443
(24)	Second	Lots 45 & 46, Block 117, as shown on the (amended) plat of Herald Harbor (Plat Book 4, folio 17) Section C.	A3442
(25)	Second	Lots 10 & 11, Block 131, Section D. as shown on the Plat of Herald Harbor, (See Plat Book 4, folio 7)	A3440
(26)	Second	Lot 56, Block 73, Section E. as shown on the Plat of Herald Harbor, on the Severn, (See Plat Book 3, folio 36)	A3375
(27)	Second	Lot 9, Block D, as shown on the Plat of South Haven (See Plat Book 10, folio 32)	A3439
(28)	Second	Lots 30 and 31, Block V-2, Section 1, as shown on the Plat of South Haven, Plat 3 (See Plat Book 10, folio 14)	A3438
(29)	Second	Lot 53, Block G, Section 1, as shown on the Plat 4 of South Haven (See Plat Book 10, folio 24)	A3447
(30)	Second	Lot 15, Block U-1, as shown on the	A3374

on the Plat of Green Haven (See Plat Book 13, folios 40 and 41) in the Third Election District and assessed to John Rau and Raymond Rau, his son. (See deed WNW 9, folio 47); and sold to the Plaintiff for $22.78, which sum is paid.

(14) Certificate No. A3382—Lots 11-10 as shown on the Plat of Rock Creek. also known as four parcels of land situated on the Patapsco River known as "White Rock North Group," situated in the Third Election District and assessed to William Barney, (also known as William W. Varney) and George N. Saulsbury (See deed WNW 27, folio 223, and Patent (land) Liber JSS I, folio 10, 11, 12, 13, etc.; and sold to the Plaintiff for $45.92, which sum is paid.

(15) Certificate No. A3450—Lots 1 through 15, inclusive, Block 149, as shown on the plat entitled Herald Harbor (See Plat Book 4, folio 6) in the Second Election District, and assessed to Louis and Margaret Jongbloet, (being part of the land in JHH 428, folio 283); and sold to the Plaintiff for $41.43, which sum is paid.

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(19) Certificate No. A3441—Lot 10, Block 16, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) in the Second Election District and assessed to Mary D. Johnston and J. Harvard (See deed WMB 131, folio 371); and sold to the Plaintiff for $17.94, which sum is paid.

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(23) Certificate No. A3443—Lots 1 and 2, Block 97, Section E, as shown on the Amended Plat of Herald Harbor. (See Plat Book 4, folio 14), Second Election District, and assessed to Jessie C. Rees, (See deed FAM 141, folio 319), and sold to the Plaintiff for $18.94, which sum is paid.

(24) Certificate No. A3442—Lots 45 and 46, Block 117, Section C, as shown on the (amended) Plat of Herald Harbor (See Plat Book 4, folio 17) in the Second Election District, and assessed to Mabel P. Leroy (LeRoy). (See deed WNW 90, folio 378); and sold to the Plaintiff for $24.31, which sum is paid.

PHI DELTA ZETA EPSILON CHAPTER, c/o H. Howard, 1404 S. George Mason Drive, Arlington, Virginia

FRANK H. ZIEGLER, F. IRVIN ZIEGLER, 1821 North Monroe Street, Baltimore, Maryland

J. HARVARD JOHNSTON and MARY D. JOHNSTON, status unknown, 414 Ereaham Avenue, or 414 Erasham Avenue, Baltimore, Maryland

FORREST C. BEACOCK and ———— BEACOCK, his wife, if any, and the unknown heirs of the said Person above described if he be deceased, Dickerson, Maryland

WOODROW W. THOMAS and MURIEL F. THOMAS, R.F.D. 3, Annapolis, Maryland, also Wilbur T. Shawn and Naomi E. Shawn, wife, Mortgagees, 2 Weems Creek Drive, Annapolis, Maryland

JESSIE E. GANOE, also known as JESSIE E. PRIEBE, c/o Jessie G. Priebe, 508 10th Street, Santa Monica, California

JESSIE C. REES, and unknown heirs if any of said Jessie C. Rees, 3817 Seminary Avenue, Richmond, Virginia

MABEL P. LeROY, and the unknown heirs if any of said Mabel P. LeRoy, if any, 17 Highland Street, Ware, Massachusetts

ANNIE HAUER, and the unknown heirs of said Annie Hauer, if any, 4027 20th Street, N., Arlington, Virginia

EDWARD L. CARTER, and the unknown heirs of the said Edward L. Carter, if any, 1707 Park Avenue, Baltimore 17, Maryland

CHARLES D. FLIMNER, also known as (Flimmer), EDITH L. FLIMNER, also known as Flimmer, 807 Woodrow Avenue, High Point, North Carolina

MARY EVELYN DORSEY, and the unknown heirs of Mary Evelyn Dorsey, if any, 1706 "B" Street, N. E., Washington, D. C.

LOIS E. CECIL, also known as Louis E. Cecil, 3204 Otis Avenue, Mt. Ranier, Maryland — "1954 Resale" —

FRED A. BURKE, and ———— BURKE, his wife, if any, 3017 Otis Street, Washington, D.C.

JOHN C. BILBY and IRENE B. BILBY, wife, 3812 Old Dominion Boulevard, Alexandria, Virginia, Betty B. Bilby, Divorced First Wife, Beverly Hills, California, also, c/o John C. Bilby, 3812 Old Dominion Boulevard, Alexandria, Virginia

FLORENCE E. LANCASTER, also known as E. Florence Lancaster, and any unknown heirs of the said E. Florence Lancaster if she be deceased, ALL STATES HOTEL, 514 19th Street, N.W., Washington, D.C.

WARREN SMADBECK and VIOLETA SMADBECK, his wife, New York City, New York, WESLEY RUGGLES, Address Unknown, D. DUDLEY KING and FRANCES A. KING, his wife, Address Unknown, HENRY T. BUCHANAN and AGNES SALEM BUCHANAN, his wife, Address Unknown, T. CARROLL WORTHINGTON, and ———— WORTHINGTON, his wife, Franklin Street, Annapolis, Maryland, PATRICK J. WHITE, c/o T. Carroll Worthington, South Street, Annapolis, Maryland, also 234 Main Street, Annapolis, Maryland

JOSEPH ABERTELLI and JOSEPHINE ABERTELL, his wife, Address Unknown, J. CLINTON ROBERTS and ———— ROBERTS, his wife, DONALD R. ROBERTS and MAMIE CHARD ROBERTS, his wife, Glen Burnie, Maryland

CLYDE E. WILSON and CATHERINE JANE WILSON, wife, 7405 Columbia Avenue, College Park, Maryland, LEWIS EDWARD WILSON, 9108 Rhode Island Drive, College Park, Maryland

LESTER ROLAND MORAN, c/o William H. Kilby, 1712 North Wayne Street, Arlington, Virginia

F. B. JACKSON, also known as FRANCE B. JACKSON, Simonson, Virginia, Upper Ashburton Realty Company, Inc., Surviving Directors and Trustees of Upper Ashburton Realty Company,

		Plat of South Haven (See Plat Book 10, folio 14)	
(31)	First	.234 acres, more or less, situated near Rhode River (Being a part of Winifred Carr property)	A3499
(32)	First	Lots 165-166, 50 x 80 each, as shown on the plat of North Selby, (See Plat Book 8, folio 27) "Resale 1954"	A3574
(33)	First	Lot 386, as shown on the Plat of Woodland Beach	A3497
(34)	Fifth	Lot 27 & 28, Block C, as shown on the Plat of Glendale Terrace (See Plat Book 3, folio 25)	A3537
(35)	Seventh	Part of Lot 1 situated near Hopkins Cove (see Deed JHH 298, folio 309)	A3573
(36)	Seventh	Lots 28 and 30, Block 23, as shown on the Plat of Avalon Shores (See Plat Book 8, folio 36)	A3570
(37)	Third	Lot 1, Block 9, 35' x 120' as shown on the plat No. 5 of Manhattan Beach (unrecorded).	A3380

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

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th dey of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, 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. A3550—Lots 37 and 38, 25 x 120 as shown on the plat of Sellassie Village, Seventh Election District, and assessed to Henrietta Cummings (See Deed JHH 588, folio 418); and sold to the Plaintiff for $22.63, which sum is paid.

(2) Certificate No. A3572—Lots 5 and 6, Block 25, Section A, as shown on the Plat of Avalon Shores, Seventh Election District (See Plat Book 8, Page 38 and Deed JHH 691, folio 150) and assessed to Elizabeth Tallman; and sold to the Plaintiff for $21.69, which sum is paid.

(3) Certificate No. A3571—Lot 44, Block 41, Section B, as shown on the Plat of Avalon Shores (Plat Book 10, folio 4), Seventh Election District, and assessed to Kermitt L. Scharff, (See also Deed JHH 216, folio 429); and sold to the Plaintiff for $15.20, which sum is paid.

(4) Certificate No. A3548—Lot and Improvements, Block 57-3, situated at 19 Monroe Court in the City of Annepolis, Sixth Election District. (For more particular description, see deed from Lillian Blay, widow, in JHH 197, folio 168), the same being assessed to David J. Coffman and Rose V. Coffman, his wife; and sold to the Plaintiff for $308.01, which sum is paid.

(5) Certificate No. A3541—Lots 190-191 and parts of 192 and 193 as shown on the Plat of Patapsco Park. (See Plat Book 12, folio 8), Fifth Election District, and assessed to Charles Calloway and Susie Calloway), his wife, (See WNW 57, folio 352, see also deed WNW 57, folio 354); and sold to the Plaintiff for $74.74, which sum is paid.

(25) Certificate No. A3440—Lots 10 and 11, Block 131, Section D, as shown on the Plat of Herald Harbor. (See Plat Book 4, folio 7), Second Election District and assessed to Annie Heuer, (See deed WMB 13, folio 7); and sold to the Plaintiff for $24.31, which sum is paid.

(26) Certificate No. A3375—Lot 56, Block 73, Section E, as shown on the Plat of Herald Harbor (See Plat Book 3, folio 36), Second Election District, and assessed to Edward L. Carter (See deed JHH 295, folio 341); and sold to the Plaintiff for $18.29, which sum is paid.

(27) Certificate No. A3439—Lot 9, Block D, as shown on the Plat of Section 1, Southhaven (See Plat Book 10, folio 32). Second Election District, and assessed to Charles D. and Edith L. Flimmer (Flimner). (See deed FAM 189, folio 18); and sold to the Plaintiff for $15.82, which sum is paid.

(28) Certificate No. A3438—Lots 30 and 31, Block U-2, Section 1, as shown on the Plat of South Haven, Plat 3. (See Plat Book 10, folio 14), Second Election District, and assessed to Mary Evelyn Dorsey, (See also deed JHH 206, folio 275); and sold to the Plaintiff for $18.53, which sum is paid.

(29) Certificate No. A3447—Lot 53, Block C, Section 1, as shown on Plat 4 of South Haven. (See Plat Book 10, folio 24), Second Election District and assessed to (Louis) or Lois E. Cecil (See deed FAM 167, folio 240). Resale 1954; and sold to the Plaintiff for $16.07, which sum is paid.

(30) Certificate No. A3374—Lot 15, Block U-1, Section 1, as shown on Plat 3 of South Haven. (See Plat Book 10, folio 14) Second Election District, and assessed to Fred A. Burke (See deed FAM 189, folio 11); and sold to the Plaintiff for $18.39, which sum is paid.

(31) Certificate No. A3499—Being .234 acres, more or less, near Rhode River (being a part of the Winifred Carr property), First Election District and assessed to John C. and Betty B. Bilby. (See deed JHH 394, folio 199, Second parcel therein, and exception JHH 783, folio 207); and sold to the Plaintiff for $17.56, which sum is paid.

(32) Certificate No. A3574—Lots 165-166, 50 x 80 each, as shown on the Plat of North Selby (See Plat Book 8, folio 27) in the First Election District, and assessed to Florence E. Lancaster, (See deed FAM 143, folio 239); and sold to the Plaintiff for $19.63, which sum is paid.

(33) Certificate No. A3497—Lot 386 as shown on the Plat of Woodland Beach, First Election District, and assessed to T. Carroll Worthington, et al, (See deed JHH 310, folio 480); and sold to the Plaintiff for $20.33, which sum is paid.

(34) Certificate No. A3537—Lots 27 and 28, Block C, as shown on the Plat of Glendale Terrace, Fifth Election District (See Plat Book 3, folio 25) and assessed to Joseph and Josephine Abertelli. (See deed JHH 386, folio 191); and sold to the Plaintiff for $82.83, which sum is paid.

(35) Certificate No. A3573—Being part of Lot 1, situated near Hopkins Cove, as shown on the Plat of Hopkins Cove, in the Seventh Election District and assessed to Clyde and Catherine Wilson. (See deed JHH 298, folio 309); and sold to the Plaintiff for $18.49, which sum is paid.

(36) Certificate No. A3570—Lots 28 and 30, Block 23, as shown on the Plat of Avalon Shores. (See Plat Book 8, folio 36) Seventh Election District, and assessed to Lester Roland Moran (See deed FAM 151, folio 29); and sold to the Plaintiff for $23.93, which sum is paid.

(37) Certificate No. A3380—Lot 1, Block 9, 35 x 120, as shown on the Revised Plat No. 5 of Manhattan Beach (which said Plat is recorded in the office of the Tax Assessment Department) Third Election District and assessed to Frances B. Jackson. (See deed FAM 135, folio 20); and sold to the Plaintiff for $21.81, which sum is paid.

The Bill of Complaint states, among other things, that the

Inc., c/o H. J. Bachman, Severna Park, Maryland

IN ADDITION TO THE PARTIES HEREIN NAMED SPECIFICALLY, IT IS INTENDED THAT THERE BE INCLUDED HEREIN, AS PARTIES, ALL PERSONS, HEIRS, AND UNKNOWN HEIRS OR PERSONS UNKNOWN THAT WILL 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 BY 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:

(1)	Seventh	Lots 37 & 38 as shown on the plat of Sclassie Villa, Plat Book 17, Page 44	A3550
(2)	Seventh	Lots 5 & 6, Block 25, Section A, as shown on the plat of Avalon Shores, Plat Book 8, Page 36	A3572
(3)	Seventh	Lot 44, Block 41, as shown on the Plat of Avalon Shores, Plat book 10, Page 4	A3571
(4)	Sixth	Lot & Improvements, Block 57-3, 19 Monroe Court	A3545
(5)	Fifth	Lots 190 & 191 and parts of Lots 192 & 193, as shown on the plat of Patapsco Park, Plat Book 12, Page 8	A3541
(6)	Fifth	Lots 31 & 32, Block E, as shown on the Plat of Crystal Springs Park, Plat Book 1, Page 20	A3542
(7)	Fourth	Lot 12, Block B, as shown on the Plat of Colonial Park (Plat Book 15, follos 15 & 16)	A3391
(8)	Fourth	Lots 7 & 8, Block H, as shown on the Plat of Colonial Park (See Plat Book 15, follos 15 & 16)	A3390
(9)	Fourth	Being a parcel of land containing .55 acres more or less, situated near Severn, Maryland (Being a part of GW 133, folio 230)	A3397

(6) Certificate No. 3542—Lots 31-32, Block E, as shown on the Plat of Crystal Springs Park (Plat Book 1, folio 20) in the Fifth Election District, and assessed to Rosalie Elliott. (See also deed FSR 108, folio 468); and sold to the Plaintiff for $21.14, which sum is paid.

(7) Certificate No. A3391—Lot 12, Block B, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15-16, in the Fourth Election District, and assessed to Frank Johnson. (See deed FSR 101, folio 306); and sold to the Plaintiff for $13.93, which sum is paid.

(8) Certificate No. A3390—Lots 7 and 8, Block H, as shown on the Plat of Colonial Park. (See Plat Book 15, follos 15-16) in the Fourth Election District, and assessed to Mary Hayes (See also deed FSR 23, folio 411); and sold to the Plaintiff for $14.38, which sum is paid.

(9) Certificate No. A3397—Being a parcel of land containing .55 acres of land, more or less, on Old Oak Road in the Fourth Election District, and assessed to H. Ernest and Ruby Meyers. (See deed JHH 717, folio 469—being part of GW 113, folio 230); and sold to the Plaintiff for $16.95, which sum is paid.

(10) Certificate No. A3381—Lot No. 1 or 1.05 acres, more or less, and Lot 4, Plat 2, or .883 acres, more or less, and improvements as shown on the Plat of the Subdivision of George Hayes Property at Skidmore. (See Plat JHH 238, folio 90) in the Third Election District and assessed to Edward Hayes (he being now and then deceased); and sold to the Plaintiff for $70.05, which sum is paid.

(11) Certificate No. A3535—Lots Nos. 7 and 8, Block M, as shown on the Plat of Colonial Park (See Plat Book 15, follos 15 and 16) in the Fourth Election District and assessed to Magdolena B. Smith, (Being the same property in FSR 90, folio 140 and JHH 348, folio 43); and sold to the Plaintiff for $14.15, which sum is paid.

(12) Certificate No. A3387—Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (See Plat Book 16, follos 27 and 28) in the Third Election District and assessed to Harry L. Schroder (Schroeder). (Being the same property in deed FSR 13, folio 274); and sold to the Plaintiff for $17.81, which sum is paid.

(13) Certificate No. A3385—Lots 47 and 48, Section 66, as shown

amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 16th day of October, 1959, by the Circuit Court for Anne Arundel County, in Equity.

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 24th day of December, 1959, next, warning the said Henrietta Cummings; Mrs. Elizabeth Tallman; Kermitt L. Scharff, also known as Kermit L. Sharff; David J. Coffman and Rose V. Coffman, his wife; Charles Calloway and Susie Calloway, his wife; Rosalie Elliott; Frank Johnson and ——— Johnson, his wife; Mary Hayes; H. Ernest Meyers and Ruby Meyers, his wife, also known as H. Ernest Myers and Ruby Myers, his wife; United States Internal Revenue Department; Philip A. Myers and Emma B. Myers, his wife; Maryland Credit Finance Corporation; Emma B. Myers; Catonsville National Bank; Edward Hayes, Perry Hayes, Malcom Hays, Evaline Carr; Magdalena B. Smith; Harry L. Schroeder and ——— Schroeder, his wife: John Rau and Raymond Rau, his son; George E. Saulsburg and Myra R. Saulsburg, his wife, and William W. Varney, also known as William Barney; Louis Jongbloet and Margaret Jongbloet, his wife, Eleanor Elizabeth Bloomquist; Winfred J. Bronzonla and ——— Bronzonla, his spouse, Annie C. Daugherty and Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr.; Phi Delta Zeta Epsilon Chapter; Frank H. Ziegler and F. Irvin Ziegler; J. Harvard Johnston and Mary D. Johnston; Forrest C. Beacock and ——— Beacock, his wife; Woodrow W. Thomas and Muriel F. Thomas, Wilbur T. Shawn and Naomi E. Shawn, wife; Jessie E. Ganoe, also known as Jessie E. Priebe; Jessie C. Rees; Mabel P. LeRoy; Annie Hauer; Edward L. Carter; Charles D. Flimmer and Edith L. Flimmer, also known as Flimmer; Mary Evelyn Dorsey; Lois E. Cecil, also known as Louis E. Cecil; Fred A. Burke and ———, Burke, his wife; John C. Bilby and Irene B. Bilby, wife, Betty B. Bilby; Florence C. Lancaster, also known as E. Florence Lancaster; Warren Smadbeck and Violeta Smadbeck, his wife, Wesley Ruggles, D. Dudley King and Frances A. King, his wife, Henry T. Buchanan and Agnes Salem Buchanan, his wife, T. Carroll Worthington and ——— Worthington, his wife, Patrick J. White;

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Joseph Abertelli and Josephine Abertelli, his wife, J. Clinton Roberts and ——— Roberts, his wife, Donald R. Roberts and Mamie Chard Roberts, his wife; Clyde E. Wilson and Catherine Jane Wilson, his wife, Lewis Edward Wilson; Lester Roland Moran; and F. B. Jackson, also known as France B. Jackson, and Upper Ashburton Realty Company, Inc.; 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 24th day of December, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, County Commissioners of Anne Arundel County, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, Test:

GEORGE T. CROMWELL, Clerk

N-12

LIBER 130 PAGE 79

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	:	IN THE
	:	CIRCUIT COURT
vs		FOR
HENRIETTA CUMMINGS, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 13,466 EQUITY

.. ..

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Woodrow W. Thomas, one of the Respondents in the above captioned case, by his Solicitor, William J. Boehm, respectfully represents that the Respondent is desirous of redeeming 3 parts of Lot 1 and improvements situate near Weems Creek on the west side of Riverview Avenue, Block 14 - 2 in the Second Election District of Anne Arundel County and assessed to Woodrow W. Thomas (See Deed J.H.H. No. 371 folio 252 and exception J.H.H. 727, folio 78 to State Roads Commission), and prays your Honors to pass an Order in these presents, assessing the costs necessary for him to effect redemption.

Respectfully submitted,

William J. Boehm,
Solicitor for Woodrow W. Thomas
160 South Street,
Annapolis, Maryland.

The Plaintiff in these proceedings hereby consents to the passage of an Order in these proceedings for the redemption of the above described property by Woodrow W. Thomas, upon the payment of costs in the sum of $808.16 necessary for the Redemption.

James C. Morton, Jr.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	:	IN THE
		CIRCUIT COURT
VS		
	:	FOR
HENRIETTA CUMMINGS et al		ANNE ARUNDEL COUNTY
	:	
		NO. 13,466 EQUITY
	:	

.. ..

ORDER OF COURT

Upon the aforegoing Petition, it is this 12th day of December, 1959, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that Woodrow W. Thomas be allowed to redeem the property described in said Petition, upon payment of the sum of Eight Hundred Eight Dollars and Forty Six Cents ($808.46) to the Plaintiff herein.

Matthew S. Crane
JUDGE

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

1959 DEC 17 AM 8:35

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LIBER 130 PAGE 81

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	IN THE CIRCUIT COURT
	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
HENRIETTA CUMMINGS, ET AL.	:	Case No. 13,466

: : : : : : :

PETITION TO FIX AMOUNT
NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of H. Ernest Meyers and Ruby B. Meyers, his wife, also known as H. Ernest Myers and Ruby Myers, his wife, by Downes & Deitz, their attorneys, respectfully represents unto Your Honors:

1. That they are the owners of the property described in Paragraph 2 sub-Paragraph (9) of the Bill of Complaint filed in this cause, having acquired title thereto under and by virtue of a deed from Philip A. Meyers and wife dated November 3, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 717, folio 469.

2. That on or about October 14, 1957, Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, sold the aforesaid parcel of ground to the Complainant in this cause, at and for the sum of Sixteen Dollars and ninety-five cents ($16.95) for the non-payment of taxes; that at the time of said sale, the aforesaid parcel of ground was assessed in the names of H. Ernest Meyers and Ruby Meyers, his wife; and that on October 14, 1957, a Certificate of Tax Sale No. 3397 was issued to the Complainant.

3. That your Petitioners are advised that, as owners, they are entitled to redeem said property, and are further advised that the amounts necessary for redemption are as follows:

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All taxes due and outstanding including the year 1959 with interest through December 22, 1959	$ 185.59
Court costs	5.71
Fee, Attorney for Complainant	60.00
Title Examination	10.00
Order of Publication	23.31

WHEREFORE, YOUR PETITIONERS PRAY, that this Honorable Court may pass an Order fixing the amount necessary for the redemption of the aforesaid property.

AND AS IN DUTY BOUND, ETC.

Thomas W. Brundige III
Downes and Deitz

Downes & Deitz, Solicitors for
H. Ernest Meyers and Ruby B.
Meyers, his wife
212 Washington Avenue
Towson 4, Maryland
VAlley 5-2900

CONSENT

The undersigned, being solicitor for the Complainant in the above-entitled proceeding, does hereby consent to the passage of an Order fixing the amount necessary for the redemption of the property referred to in this Petition as prayed in the total amount of $284.61.

James C. Morton, Jr., Solicitor
for County Commissioners of Anne
Arundel County

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	:	IN THE
		CIRCUIT COURT
VS	:	
		FOR
HENRIETTA CUMMINGS et al	:	ANNE ARUNDEL COUNTY
		NO. 13,466 EQUITY
	:	

. . . . . .

ORDER OF COURT

Upon the aforegoing Petition, it is this 23rd day of December, 1959, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that H. Ernest Meyers and Ruby B. Meyers, his wife, be allowed to redeem the property described in said Petition, upon payment of the sum of Two Hundred Eighty Four Dollars and Sixty One Cents ($284.61) to the Plaintiff herein.

Judge

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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LIBER 130 PAGE 84

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	*	NO. 13,466 EQUITY
Complainant	*	IN THE
vs.	*	CIRCUIT COURT
HENRIETTA CUMMINGS, et al	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * *

ORDER TO DISMISS

Mr. Clerk:

Please enter the above matter "DISMISSED" as to the Respondents, Clyde E. Wilson and Catherine Jane Wilson, his wife, and Lewis Edward Wilson.

James C. Morton, Jr.
Solicitor for Complainant

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1959 DEC 31 AM 11:30

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LIBER 130 PAGE 85

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
HENRIETTA CUMMINGS et al	:	NO. 13,466 EQUITY
	:	

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

ORDER OF SATISFACTION

Mr. Clerk:

Please enter this matter SETTLED and SATISFIED as to the following Defendants only:

H. ERNEST MEYERS, and RUBY MEYERS, his wife
also known as H. Ernest Myers
and Ruby Myers, his wife
308 Bloomsbury Avenue
Catonsville, Maryland
United States Internal Revenue Department
c/o U. S. District Attorney
U. S. District Court
Baltimore, Maryland
Washington, D.C. (Federal Lienor)
Philip A. Myers
Emma B. Myers, his wife (Judgment Lienor Creditor)
Baltimore, Maryland
Maryland Credit Finance Corporation
Baltimore, Maryland
Emma B. Myers
Baltimore, Maryland (Judgment Lienor Creditor)
Catonsville National Bank
Catonsville, Maryland (Mortgagee JHH 735-388
JHH 807-386)

And any and all persons having or claiming to have and interest in the following described real estate located in the Fourth Election District of Anne Arundel County, to wit:

Being a parcel of land containing .55 acres more or less, situated near Severn, Maryland (Being a part of GW 133, folio 230).

James C. Morton, Jr.
Attorney for Plaintiff

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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LIBER 130 PAGE 86

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	:	IN THE
		CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
HENRIETTA CUMMINGS, et al		NO. 13,466 EQUITY
	:	

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

ORDER OF SATISFACTION

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

Mr. Clerk:

Please enter this matter SETTLED and SATISFIED as to the following Defendants only:

WOODROW W. THOMAS and
MURIEL F. THOMAS
R. F. D. 3
Annapolis, Maryland

also

Wilbur T. Shawn
Naomi E. Shawn, wife
Mortgagees
2 Weems Creek Drive
Annapolis, 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:

Three parts of one lot and improvements situated near Weems Creek west side of Riverview Avenue, Block 14-2 (being part of JHH 371, folio 252)

James C. Morton, Jr.
Attorney for Plaintiff

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1960 FEB 25 PM 3:28

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LIBER 130 PAGE 87

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	*	NO. 13,466 EQUITY
	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
HENRIETTA CUMMINGS, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * * * * * *

PETITION TO AMEND BILL OF COMPLAINT, TO REISSUE SUMMONSES, AND FOR SECOND ORDER OF PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the County Commissioners of Anne Arundel County, the plaintiff, by Marvin H. Anderson, its attorney, respectfully represent unto your Honors as follows:

1. That a diligent search of the land records, law and equity records, tax and assessment records, and the records of the Register of Wills reveals that the following named defendants are non-residents of the State of Maryland who reside at the addresses listed under their respective names, which are the last known addresses of said defendants:

Henrietta Cummings
809 Howard Road, Southeast
Washington 20, D.C.

Mrs. Elizabeth Tallman
4751 North 21st Road
Apartment 3
Arlington, Virginia

Kermitt L. Scharff
also known as Kermit L. Sharff
6015 Twentieth Street
North Arlington, Virginia

Rosalie Elliott
14 Northeast Tenth Street
Milford, Delaware

Phi Delta Zeta Epsilon Chapter
c/o H. Howard
1404 South George Mason Drive
Arlington 4, Virginia

Jessie E. Ganoe
also known as Jessie E. Priebe
508 - 10th Street
Santa Monica, California

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[illegible] 30 [illegible] 3

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Jessie C. Rees and unknown
heirs if any of said Jessie C. Rees
3817 Seminary Avenue
Richmond, Virginia

Mabel P. LeRoy, and the
unknown heirs if any of
said Mabel P. LeRoy, if any,
17 Highland Street
Ware, Massachusetts

Annie Hauer and the unknown
heirs, of said Annie Hauer,
if any,
4027-20th Street
North Arlington, Virginia

Charles D. Flimner
also known as (Flimmer) and
Edith L. Flimner, also-
known as Flimmer
807 Woodrow Avenue
High Point, North Carolina

Mary Evelyn Dorsey and the
unknown heirs of Mary Evelyn Dorsey,
if any
1706 "B" Street, Northeast
Washington, D.C.

Fred A. Burke and
_____Burke, his wife, if any
3017 Otis Street
Washington, D.C.

John C. Bilby and Irene B. Bilby, wife,
3812 Old Dominion Boulevard
Alexandria, Virginia

Betty B. Bilby, divorced first
wife of John C. Bilby
Beverly Hills, California, and
c/o John C. Bilby
3812 Old Dominion Boulevard
Alexandria, Virginia

Florence E. Lancaster, also known
as E. Florence Lancaster, and any
unknown heirs of the said E. Florence
Lancaster, if she be deceased-
All States Hotel
514 - 19th Street, N.W.
Washington, D.C.

Warren Smadbeck and
Violeta Smadbeck, his wife
New York City, New York

Lester Roland Moran
c/o William H. Kilby
1712 North Wayne Street
Arlington, Virginia

F. B. Jackson, also known as
France B. Jackson
Simonson, Virginia

2. That the above-named defendants, non-residents as aforesaid, were given notice by Order of Publication which appeared in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks

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before the 24th day of December, 1959, as required by said Order of Publication, but the attorney for the plaintiff failed to mail to each of said non-resident defendants, by registered mail, a copy of said published notice as required by the Maryland Rules of Procedure (1958 Edition), Rule 105, Section (e).

3. That the Sheriff made a return of "mortuus est" against each of the following named defendants:

Mary Hayes
Unknown heirs of Mary Hayes, if any
2535 Salem Street
Baltimore, Maryland

J. Harvard Johnston and
Mary D. Johnston
414 Eresham Avenue or
414 Erasham Avenue,
Baltimore, Maryland

4. That a diligent search of the records enumerated in the first paragraph hereof does not disclose whether or not any or all of the three defendants last hereinbefore named are now living or dead, or if now deceased, the names or addresses of their respective heirs and devisees, and your petitioner has no personal knowledge whether any or all of said defendants are now living or dead, or if now deceased, the names or addresses of their respective heirs and devisees, but your petitioner now desires to amend its Bill of Complaint, so as to add as defendants herein "the unknown heirs and/or devisees of J. Harvard Johnston and Mary D. Johnston, addresses unknown."

5. That although the Sheriff has made two returns of "non est" against John Rau and Raymond Rau, two of the defendants, he has stated on one of his returns that John Rau died April 3, 1929, and that Raymond Rau died May 6, 1952, and that the source of his information was "Mrs. Raymond Rau," and that although a diligent search of the records enumerated in the first paragraph hereof does not disclose whether or not either or both of said defendants are now living or dead,

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and if now deceased, the names or addresses of their respective heirs and devisees, and your petitioner has no personal knowledge as to such matters; your petitioner now desires to amend its Bill of Complaint so as to add as defendants herein, "Mrs. Raymond Rau, 1114 South Conklin Street, Baltimore, Maryland, and the unknown heirs and/or devisees of John Rau and Raymond Rau, his son, addresses unknown."

6. That although two of the defendants herein are "George E. Saulsburg and Myra R. Saulsburg, his wife," your petitioner has been credibly advised and therefore avers that the correct spelling of said last name is "Saulsbury", and therefore your petitioner desires to substitute the following defendants in this case in lieu of the defendants named at the top of Page 5 of the Bill of Complaint:

"George E. Saulsbury and
Myra R. Saulsbury, wife
William W. Varney, also known
as William Barney
R.F.D., Branters Ridge
Fallston, Maryland
and the unknown heirs and
devisees of George E.
Saulsbury and William W.
Varney, also known as
William Barney,
addresses unknown."

WHEREFORE, your petitioner prays for an order authorizing and directing the addition of the above-named parties as defendants in this case and authorizing and directing the substitution of defendants as hereinbefore indicated and authorizing and directing the Clerk of this Court to issue a second order of publication in the premises with the additions and substitutions as above prayed.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

Marvin H. Anderson
Attorney for Plaintiff

Frank W. Wilde
President

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STATE OF MARYLAND : SS.
COUNTY OF ANNE ARUNDEL:

Frank W. Wilde being duly sworn, says that he is the President
- Petitioner
of the County Commissioners of Anne Arundel County, and that he has read the foregoing Petition, and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief and all of which is true and correct to the best of his knowledge, information and belief.

Frank W. Wilde
Petitioner

Sworn to before me this 30th day
of September, 1960.

Evelyn M. Brettcher
Notary Public

ORDER OF COURT

Upon the foregoing Petition and affidavit it is by the Circuit Court for Anne Arundel County this 3rd day of September, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that "the unknown heirs and/or devisees of J. Harvard Johnston and Mary D. Johnston, addresses unknown," and "Mrs. Raymond Rau, 1114 South Conklin Street, Baltimore, Maryland, and the unknown heirs and/or devisees of John Rau and Raymond Rau, his son, addresses unknown," be and they are hereby added to the Bill of Complaint heretofore filed in this cause and joined herein as defendants. And it is further ORDERED that the following named defendants be and they are hereby substituted as defendants in this cause in lieu of the defendants whose names appear at the top of Page 5 in the Bill of Complaint heretofore

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filed in this cause:

> "George E. Saulsbury and Myra R. Saulsbury, wife; William W. Varney, also known as William Barney, R.F.D., Branters Ridge, Fallston, Maryland; and the unknown heirs and devisees of George E. Saulsbury and William W. Varney, also known as William, Barney, address unknown."

and the Clerk of this Court is hereby ordered and directed to issue summonses against such of the defendants hereinbefore named who are residents of the State of Maryland and a second order of publication against all of the defendants named in this cause.

FILED
1960 Oct. 3

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	*	NO. 13,466 EQUITY
Plaintiff	*	IN
vs.	*	THE CIRCUIT COURT
HENRIETTA CUMMINGS, et al	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

PETITION TO AMEND BILL OF COMPLAINT AND TO ADD A PARTY AS DEFENDANT

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of the County Commissioners of Anne Arundel County, the plaintiff, by Marvin H. Anderson, its attorney, respectfully represent unto your Honors as follows:

1. That although the Sheriff of Baltimore City has made two returns of "non est" against Charles Calloway and against Susie Calloway, two of the defendants herein, your petitioner has received a letter from a party named Mrs. Beatrice Jones, residing at 822 North Vincent Street, Baltimore 17, Maryland, claiming that she is a daughter of the above-named two defendants but without disclosing whether said two defendants are now living or deceased and without disclosing the names of any of the heirs and/or devisees of the said two defendants, if either of them is deceased, which said letter is appended hereto as Petitioner's Exhibit A and is prayed to be taken as a part hereof.

2. That upon receipt of the aforesaid letter, your petitioner's attorney wrote a letter to the said Mrs. Beatrice Jones which was sent by Certified United States Mail, return receipt requested and that your petitioner has received a return receipt for said letter purportedly signed by the said Mrs. Beatrice Jones, which said letter and the receipts therefor

are appended hereto as Petitioner's Exhibit B and are prayed to be taken as parts hereof.

WHEREFORE, your Petitioner prays for an order authorizing and directing the addition of the above-named Mrs. Beatrice Jones as one of the defendants in this case together with "the unknown heirs and/or devisees of the said Charles Calloway and Susie Calloway, addresses unknown,"and authorizing and directing the Clerk of this Court to issue summonses for the said Mrs. Beatrice Jones at her last known address which is 822 North Vincent Street, Baltimore 17, Maryland, and authorizing and directing the Clerk of this Court to issue a second Order of Publication in the premises with the addition of the above-named additional defendants as herein prayed.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

Frank W. Wilde
President

Marvin H. Anderson
Attorney for Plaintiff

STATE OF MARYLAND : SS.
COUNTY OF ANNE ARUNDEL:

Frank W. Wilde being duly sworn, says that he is the President
Petitioner
of the County Commissioners of Anne Arundel County, and that he has read the foregoing Petition, and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief and all of which is true and correct to the best of his knowledge, information and belief.

Frank W. Wilde
Petitioner

Sworn to before me this 30th day of March, 1960.

Evelyn M. Gretchen, Notary Public

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ORDER OF COURT

Upon the foregoing petition and affidavit, it is by the Circuit Court for Anne Arundel County this 3rd day of October, ~~September~~, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Mrs. Beatrice Jones, 822 North Vincent Street, Baltimore 17, Maryland, and the unknown heirs and/or devisees of Charles Calloway and Susie Calloway, addresses unknown, be and they are hereby added to the Bill of Complaint heretofore filed in this cause and are joined herein as defendants. And it is further ORDERED that the Clerk of this Court is hereby ordered and directed to issue summons for the said Mrs. Beatrice Jones and a second order of publication joining all of the aforenamed parties as defendants in this cause.

Judge

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1957 LIBER 130 PAGE 96

Sent any only

Mrs Beatrice Jones
822 N Vincent St
Baltimore 17 Md.
Sept. 18/60

To the County Commissions of Anne Arundel and State of Maryland.
I would like to have the amount of taxes on the property of Chas A Susie Calloway of patapsco park Md.
Lots 190 191 and part of 192 & 193
my parents has Deceed so please let me have the price of the taxes and water rent.
Thanks I am a daughter of the above names.

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"Exhibit A"

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September 26, 1960

COPY

Mrs. Beatrice Jones
822 N. Vincent Street
Baltimore 17, Maryland

In re: Lots 190 and 191 and parts of Lots 192 and 193, Patapsco Park - No. 13,466 Equity

Dear Mrs. Jones:

Under the provisions of Article 81, Section 94, of the Annotated Code of Maryland, 1957 Edition, you have a right to petition the Circuit Court for Anne Arundel County, in the above-mentioned tax sale case, to fix the amount of money necessary for redemption. The simplest way for you to proceed is to retain an attorney who can contact this office and the County Treasurer for the purpose of determining the amounts of money which you will have to pay. On the other hand, if you are in a position to come to Annapolis yourself, we can try to go through the records and perhaps agree with you on an amount necessary for redemption.

In as much as this office is planning to obtain the final decree against this property and a number of others which were sold for non-payment of taxes in October, 1957, I suggest that you retain a lawyer and have him get in touch with me immediately or that you come to Annapolis and see me within the next ten days.

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson
Assistant County Solicitor

MHA/s

Exhibit B

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Office of the County Solicitor
Law Department
Courthouse
Annapolis, Maryland

LIBER 130 PAGE 98

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

COUNTY COMMISSIONERS * IN EQUITY
OF ANNE ARUNDEL COUNTY * EQUITY NO. 13,466
A body corporate *
Plaintiff *
Vs. *

HENRIETTA CUMMINGS, 809 Howard Road, S.E., Washington 20, D.C.

MRS. ELIZABETH TALLMAN, 4751 North 21st Road, Apartment 3, Arlington, Virginia

KERMITT L. SCHARFF, also known as Kermit L. Sharff, 6015 Twentieth Street, North Arlington, Virginia

DAVID J. COFFMAN and ROSE V. COFFMAN, 19 Monroe Court, Annapolis, Maryland

CHARLES CALLOWAY and SUSIE CALLOWAY, 669 Pierce Street, Baltimore, Maryland, and the unknown heirs and/or devisees of Charles Calloway and Susie Calloway, addresses unknown.

MRS. BEATRICE JONES, 822 North Vincent Street, Baltimore 17, Maryland

ROSALIE ELLIOTT, 14 Northeast Tenth Street, Milford, Delaware

FRANK JOHNSON and _____ JOHNSON, his wife, if any, 10 Calvert Court, Annapolis, Maryland

MARY HAYES, Unknown heirs of Mary Hayes, if any, 2535 Salem Street, Baltimore, Maryland

JOHN G. LOSE and MARY FRANCES LOSE, his wife, College Park, Maryland

EDWARD HAYES, unmarried, deceased, and the heirs at law of the said Edward Hayes; Perry Hayes, brother, Yorktown, St. Margarets, Anne Arundel County, Maryland, Malcom Hayes, brother, St. Margarets, Anne Arundel County, Maryland, Eveline Carr, sister, St. Margarets, Anne Arundel County, Maryland

MAGDALENA B. SMITH, status unknown, Heirs at law of Magdalena B. Smith, 1938 McCulloh Street, Baltimore, Maryland

HARRY L. SCHROEDER and _____SCHROEDER, his wife, 1611 East Oliver Street, Baltimore, Maryland

JOHN RAU and RAYMOND RAU, his son, and MRS. RAYMOND RAU, wife of Raymond Rau, 1114 South Conklin Street, Baltimore, Maryland, and the unknown heirs and/or devisees of John Rau and Raymond Rau, his son, addresses unknown.

GEORGE E. SAULSBURY and MYRA R. SAULSBURY, his wife, WILLIAM W. VARNEY, also known as William Barney, R.F.D., Branters Ridge, Fallston, Maryland, and the unknown heirs and/or devisees of George E. Saulsbury and William W. Varney, also known as William Barney, addresses unknown

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LOUIS JONGBLOET and MARGARET JONGBLOET, his wife, Crownsville, Maryland, Eleanor Elizabeth Bloomquist, Herald Harbor, Maryland

WINFRED J. BRONZONIE and_____ BRONZONIE, his spouse, 6316 Patterson Street, Riverdale, Maryland, Annie C. Daugherty and unknown heirs of Annie C. Daugherty, Address Unknown, Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr., Address Unknown.

PHI DELTA ZETA EPSILON CHAPTER, c/o H. Howard, 1404 S. George Mason Drive, Arlington 4, Virginia

FRANK H. ZIEGLER, F. IRVIN ZIEGLER, 1821 North Monroe Street, Baltimore, Maryland

J. HARVARD JOHNSTON and MARY D. JOHNSTON, status unknown, 414 Eresham Avenue, or 414 Erasham Avenue, Baltimore, Maryland, and the unknown heirs and/or devisees of J. Harvard Johnston and Mary D. Johnston, addresses unknown.

FORREST C. BEACOCK and_____ BEACOCK, his wife, if any, and the unknown heirs of the said Person above described if he be deceased, Dickerson, Maryland

JESSIE E. GANOE, also known as JESSIE E. PRIEBE, c/o Jessie G. Priebe, 508 - 10th Street, Santa Monica, California

JESSIE C. REES, and unknown heirs if any of said Jessie C. Rees, 3817 Seminary Avenue, Richmond, Virginia

MABEL P. LeROY, and the unknown heirs if any of said Mabel P. LeRoy, if any, 17 Highland Street, Ware, Massachusetts

ANNIE HAUER, and the unknown heirs of said Annie Hauer, if any, 4027 - 20th Street, N. Arlington, Virginia

EDWARD L. CARTER, and the unknown heirs of the said Edward L. Carter, if any, 1707 Park Avenue, Baltimore 17, Maryland

CHARLES D. FLIMNER, also known as (Flimmer), EDITH L. FLIMNER, also known as Flimmer, 807 Woodrow Avenue, High Point, North Carolina

MARY EVELYN DORSEY , and the unknown heirs of Mary Evelyn Dorsey, if any, 1706 "B" Street, N.E., Washington, D.C.

LOIS E. CECIL, also known as Louis E. Cecil, 3204 Otis Avenue, Mt. Rainier, Maryland - "1954 Resale"-

FRED A. BURKE, and_____ BURKE, his wife, if any, 3017 Otis Street, Washington, D.C.

JOHN C. BILBY and IRENE B. BILBY, wife, 3812 Old Dominion Boulevard, Alexandria, Virginia, Betty B. Bilby, Divorced First Wife, Beverly Hills, California, also, c/o John C. Bilby, 3812 Old Dominion Boulevard, Alexandria, Virginia

FLORENCE E. LANCASTER, also known as E. Florence Lancaster, and any unknown heirs of the said E. Florence Lancaster if she be deceased, ALL STATES HOTEL, 514 - 19th Street, N.W., Washington, D.C.

WARREN SMADBECK and VIOLETA SMADBECK, his wife, New York City, New York, WESLEY RUGGLES, Address Unknown, D. DUDLEY KING and FRANCES A. KING, his wife, Address Unknown, HENRY T. BUCHANAN and AGNES SALEM BUCHANAN, his wife, Address Unknown, T. CARROLL WORTHINGTON, and _____ WORTHINGTON, his wife, Franklin Street, Annapolis, Maryland, PATRICK J. WHITE, c/o T. Carroll Worthington, South Street, Annapolis, Maryland, also 234 Main Street, Annapolis, Maryland

JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife, Address Unknown, J. CLINTON ROBERTS and _____ ROBERTS, his wife, DONALD R. ROBERTS and MAMIE CHARD ROBERTS, his wife, Glen Burnie, Maryland

LESTER ROLAND MORAN, c/o William H. Kilby, 1712 North Wayne Street, Arlington, Virginia

F. B. JACKSON, also known as FRANCE B. JACKSON, Simonson, Virginia, Upper Ashburton Realty Company, Inc., Surviving Directors and Trustees of Upper Ashburton Realty Company, Inc., c/o H. J. Bachman, Severna Park, Maryland

IN ADDITION TO THE PARTIES HEREIN NAMED SPECIFICALLY, IT IS INTENDED THAT THERE BE INCLUDED HEREIN, AS PARTIES, ALL PERSONS, HEIRS, AND UNKNOWN HEIRS OR PERSONS UNKNOWN THAT WILL 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 BY 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:

	DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1)	Seventh	Lots 37 & 38 as shown on the plat of Selassie Villa, Plat Book 17, Page 44	A3550
(2)	Seventh	Lots 5 & 6, Block 25, Section A, as shown on the plat of Avalon Shores, Plat Book 8, Page 36	A3572
(3)	Seventh	Lot 44, Block 41, as shown on the Plat of Avalon Shores, Plat Book 10, Page 4	A3571
(4)	Sixth	Lot & Improvements, Block 57-3 19 Monroe Court	A3546
(5)	Fifth	Lots 190 & 191 and parts of Lots 192 & 193, as shown on the plat of Patapsco Park, Plat Book 12, Page 8	A-3541
(6)	Fifth	Lots 31 & 32, Block E, as shown on the plat of Crystal Springs Park, Plat Book 1, Page 20	A3542

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DISTRICT	DESCRIPTION	CERTIFICATE
(7) Fourth	Lot 12, Block B, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 & 16)	A3391
(8) Fourth	Lots 7& 8, Block H, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15 & 16)	A3390
(9) Third	Lot 1 or 1.05 acres, more or less, and Lot 4, Plat 2, or .833 acres, more or less, and improvements as shown on the Plat of Skidmore (see Plat JHH 238, folio 90 and JHH 283, folio 89)	A3381
(10) Fourth	Lots 7 & 8, Block M, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 & 16)	A3535
(11) Third	Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 27 & 28)	A3387
(12) Third	Lots 47 & 48, Section 66, as shown on the plat of Green Haven (See Plat Book 13, folio 40 and 41)	A3386
(13) Third	Lots 11-10, as shown on the Plat of Rock Creek (also known as "White Rock North Group." Entirely surrounded by the waters of the Patapsco River)	A3382
(14) Second	Lots 1 to 15 inclusive, Block 149 as shown on the Plat of Herald Harbor (See plat book No. 4, folio 6)	A3450
(15) Second	Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor, Section F(Plat Book 4, folio 6)	A3446
(16) Second	Lot 1, Block 12, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41)	A3448
(17) Second	Lot 22, Block 12, as shown on the Plat of Severn Grove (Plat Book 8, folio 41)	A3445
(18) Second	Lot 10, Block 16, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41)	A3441
(19) Second	Lot 34, Block 8, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41)	A3376

DISTRICT	DESCRIPTION	CERTIFICATE
(20) Second	Lot 32, Block 58, as shown on the Plat of Epping Forest, Section B (Plat Book 1, folio 47)	A3449
(21) Second	Lots 1-2, Block 97, Section E, as shown on the amended Plat of Herald Harbor (See Plat Book 4, folio 14)	A3443
(22) Second	Lots 45 & 46, Block 117, as shown on the (amended) plat of Herald Harbor (Plat Book 4, folio 17) Section C.	A3442
(23) Second	Lots 10 & 11, Block 131, Section D, as shown on the Plat of Herald Harbor, (See Plat Book 4, folio 7)	A3440
(24) Second	Lot 56, Block 73, Section E, as shown on the Plat of Herald Harbor, on the Severn, (See Plat Book 3, folio 36)	A3375
(25) Second	Lot 9, Block D, as shown on the Plat of Southaven (See Plat Book 10, folio 32)	A3439
(26) Second	Lot 30 and 31, Block V-2, Section 1, as shown on the Plat of South Haven, Plat 3 (See Plat Book 10, folio 14)	A3438
(27) Second	Lot 53, Block G, Section 1, as shown on the Plat 4 of South Haven (See Plat Book 10, folio 24)	A3447
(28) Second	Lot 15, Block U-1, as shown on the Plat of South Haven (See Plat Book 10, folio 14)	A3374
(29) First	.234 acres, more or less, situated near Rhode River (Being a part of Winifred Carr property)	A3499
(30) First	Lots 165-166, 50 x 80 each, as shown on the plat of North Selby, (See Plat Book 8, folio 27) "Resale 1954"	A3574
(31) First	Lot 366, as shown on the Plat of Woodland Beach	A3497
(32) Fifth	Lot 27 & 28, Block C, as shown on the Plat of Glendale Terrace (See Plat Book 3, folio 25)	A3537
(33) Seventh	Lots 38 and 30, Block 23, as shown on the Plat of Avalon Shores (see Plat Book 8, folio 36)	A3570

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DISTRICT	DESCRIPTION	CERTIFICATE
(34) Third	Lot 1, Block 9, 35' x 120', as shown on the plat #5 of Manhattan Beach (unrecorded)	A3380

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All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, to COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, Plaintiff, on October 14, 1957, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, 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. A3550 - Lots 37 and 38, 25 x 120 as shown on the plat of Sellassie Village, Seventh Election District, and assessed to Henrietta Cummings (See Deed JHH 588, folio 418); and sold to the Plaintiff for $22.63, which sum is paid.

(2) Certificate No. A3572 - Lots 5 and 6, Block 25, Section A, as shown on the plat of Avalon Shores, Seventh Election District (See Plat Book 8, Page 36 and Deed JHH 691, folio 150) and assessed to Elizabeth Tallman; and sold to the Plaintiff for $21.69, which sum is paid.

(3) Certificate No. A3571 - Lot 44, Block 41, Section B, as shown on the Plat of Avalon Shores (Plat Book 10, folio 4), Seventh Election District, and assessed to Kermitt L. Scharff, (see also Deed JHH 216, folio 429); and sold to the Plaintiff for $15.20, which sum is paid.

(4) Certificate No. A3546 - Lot and improvements, Block 57-3, situated at 19 Monroe Court in the City of Annapolis, Sixth Election District. (For more particular description, see deed from Lillian Blay, widow, in JHH 197, folio 168), the same being assessed to David J. Coffman and Rose V. Coffman, his wife; and sold to the Plaintiff for $308.01, which sum is paid.

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(5) Certificate No. A3541 - Lots 190-191 and parts of 192 and 193 as shown on the Plat of Patapsco Park. (See Plat Book 12, folio 8), Fifth Election District, and assessed to Charles Calloway and Susie Calloway), his wife (See WNW 57, folio 352, see also deed WNW 57, folio 354); and sold to the Plaintiff for $74.74, which sum is paid.

(6) Certificate No. A3542 - Lots 31-32, Block E, as shown on the Plat of Crystal Springs Park (Plat Book 1, folio 20) in the Fifth Election District, and assessed to Rosalie Elliott. (See also deed FSR 108, folio 468); and sold to the Plaintiff for $21.14, which sum is paid.

(7) Certificate No. A3391 - Lot 12, Block B, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15-16, in the Fourth Election District, and assessed to Frank Johnson. (See deed FSR 101, folio 306); and sold to the Plaintiff for $13.93, which sum is paid.

(8) Certificate No. A3390 - Lots 7 and 8, Block H, as shown on the Plat of Colonial Park. (See Plat Book, 15, folios 15-16 in the Fourth Election District, and aaaessed to Mary Hayes (See also deed FSR 23, folio 411); and sold to the Plaintiff for $14.38, which sum is paid.

(9) Certificate No. A3381 - Lot No. 1 or 1.05 acres, more or less, and Lot 4, Plat 2 or .833 acres, more or less, and improvements as shown on the Plat of the Subdivision of George Hayes Property at Skidmore. (See Plat JHH 238, folio 90) in the Third Election District and assessed to Edward Hayes (he being now and then deceased); and sold to the Plaintiff for $70.05, which sum is paid.

(10) Certificate No. A3535 - Lots Nos.7 and 8, Block M, as shown on the Plat of Colonial Park (See Plat Book 15, folios 15 and 16) in the Fourth Election District and assessed to Magdolena B. Smith, (Being the same property in FSR 90, folio 140 and JHH 348, folio 43); and sold to the Plaintiff for $14.15, which sum is paid.

(11) Certificate No. A3387 - Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (See Plat Bock 16, folios 27 and 28) in the Third Election District and assessed to Harry L. Schroder (Schroeder). (Being the same property in deed FSR 13, folio 274); and sold to the Plaintiff for $17.81, which sum is paid.

(12) Certificate No. A3386 - Lots 47 and 48, Section 66, as shown on the Plat of Green Haven (See Plat Book 13, folios 40 and 41) in the Third Election District and assessed to John Rau and Raymond Rau, his son, (See deed WNW 9, folio 47); and sold to the Plaintiff for $22.78, which sum is paid.

(13) Certificate No. A3382 - Lots 11-10 as shown on the Plat of Rock Creek, also known as four parcels of land situated on the Patapsco River known as "White Rock North Group," situated in the Third Election District and aasessed to William Barney, (also known as William W. Varney) and George N. Saulsbury (See deed WNW 27, folio 223, and Patent (land) Liber JSS 1, folio 10, 11, 12, 13, etc.; and sold to the Plaintiff for $45.82, which sum is paid.

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(14) Certificate No. A3450 - Lots 1 through 15 inclusive, Block 149, as shown on the plat entitled Herald Harbor (See Plat Book 4, folio 6) in the Second Election District, and assessed to Louis and Margaret Jongbloet, (being part of the land in JHH 428, folio 283); and sold to the Plaintiff for $41.43, which sum is paid.

(15) Certificate No. A3446 - Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor (See Plat Book 4, folio 6) in the Second Election District and assessed to Winfred J. Bronzonie (also see deed JHH 495, folio 400); and sold to the Plaintiff for $19.27, which sum is paid.

(16) Certificate No. A3448 - Lot 1, Block 12, as shown on the Plat of Severn Grove, (See Plat Book 8, folio 41) in the Second Election District and assessed to Chapter Phi Delta Zeta Epsilon, c/o H. Howard, (also see deed WMB 133, folio 391); and sold to the Plaintiff for $16.77, which sum is paid.

(17) Certificate No. A3445 - Lot 22, Block 12, as shown on the Plat of Severn Grove (see Plat Book 8, folio 41) in the Second Election District and assessed to Frank H. Ziegler and (F) Irvin Ziegler (see deed WMB 125, folio 420); and sold to the Plaintiff for $20.15, which sum is paid.

(18) Certificate No. A3441 - Lot 10, Block 16, as shown on the Plat of Severn Grove (see Plat Book 8, folio 41) in the Second Election District and assessed to Mary D. Johnston and J. Harvard (see deed WMB 131, folio 371); and sold to the Plaintiff for $17.94, which sum is paid.

(19) Certificate No. A3376 - Lot 34, Block 8, as shown on the plat of Severn Grove, (Plat Book 8, folio 41) in the Second Election District, and assessed to Forrest (Forest) C. Beacock (see deed FSR 104, folio 144); and sold to the Plaintiff for $17.94, which sum is paid.

(20) Certificate No. A3449 - Lot 32, Block 58, as shown on the Plat of Epping Forest (see Plat Book 1, folio 47) in the Second Election District, and assessed to Jessie E. Ganoe (also known as J. E. Priebe). See deed WMB 33, folio 246, same as FSR 6, folio 246); and sold to the Plaintiff for $18.84, which sum is paid.

(21) Certificate No. A3443 - Lots 1 and 2, Block 97, Section E, as shown on the Amended Plat of Herald Harbor. (See Plat Book 4, folio 14), Second Election District, and assessed to Jessie C. Rees, (see deed FAM 141, folio 319), and sold to the Plaintiff for $18.94, which sum is paid.

(22) Certificate No. A3442 - Lots 45 and 46, Block 117, Section C as shown on the (amended) Plat of Herald Harbor (see Plat Book 4, folio 17) in the Second Election District, and assessed to Mabel P. Leroy (LeRoy). (See deed WNW 90, folio 378); and sold to the Plaintiff for $24.31, which sum is paid.

(23) Certificate No. A3440 - Lots 10 and 11, Block 131, Section D, as shown on the Plat of Herald Harbor. (See Plat Book 4, folio 7), Second Election Disttict and assessed to Annie Hauer, (see deed WMB 13, folio 7); and sold to the Plaintiff for $24.31, which sum is paid.

(24) Certificate No. A3375 - Lot 56, Block 73, Section E, as shown on the Plat of Herald Harbor (see Plat Book 3, folio 36), Second Election District, and assessed to Edward L. Carter (see deed JHH 295, folio 341); and sold to the Plaintiff for $18.29, which sum is paid.

(25) Certificate No. A3439 - Lot 9, Block D, as shown on the Plat of Section 1, Southhaven (see Plat Book 10, folio 32), Second Election District, and assessed to Charles D. and Edith L. Flimmer (Flimner). (See deed FAM 189, folio 18); and sold to the Plaintiff for $15.82, which sum is paid.

(26) Certificate No. A3438 - Lots 30 and 31, Block U-2, Section 1, as shown on the Plat of South Haven, Plat 3. (See Plat Book 10, folio 14), Second Election District, and assessed to Mary Evelyn Dorsey, (See also deed JHH 206, folio 275); and sold to the Plaintiff for $18.53, which sum is paid.

(27) Certificate No. A3447 - Lot 53, Block C, Section 1, as shown on Plat 4 of South Haven (see Plat Book 10, folio 24), Second Election District and assessed to (Louis) or Lois E. Cecil (see deed FAM 167, folio 240). Resale 1954; and sold to the Plaintiff for $16.07, which sum is paid.

(28) Certificate No. A3374 - Lot 15, Block U-1, Section 1, as shown on Plat 3 of South Haven. (See Plat Book 10, folio 14) Second Election District, and aasessed to Fred A. Burke (see deed FAM 189, folio 11); and sold to the Plaintiff for $18.39, which sum is paid.

(29) Certificate No. A3499 - Being .234 acres, more or less, near Rhode River (being a part of the Winifred Carr property), First Election District and assessed to John C. and Betty B. Bilby. (See deed JHH 394, folio 199, Second parcel therein, and exception JHH 783, folio 207); and sold to the Plaintiff for $17.56, which sum is paid.

(30) Certificate No. A3574 - Lots 165 - 166, 50 x 80 each, as shown on the Plat of North Selby (See Plat Book 8, folio 27) in the First Election District, and assessed to Florence E. Lancaster, (see deed FAM 143, folio 239); and sold to the Plaintiff for $19.63, which sum is paid.

(31) Certificate No. A3497 - Lot 366 as shown on the Plat of Woodland Beach, First Election District, and assessed to T. Carroll Worthington, et al, (see deed JHH 310, folio 480); and sold to the Plaintiff for $20.33, which sum is paid.

(32) Certificate No. A3537 - Lots 27 and 28, Block C, as shown on the Plat of Glendale Terrace, Fifth Election District (see Plat Book 3, folio 25) and assessed to Joseph and Josephine Abertelli. (See deed JHH 386, folio 191); and sold to the Plaintiff for $82.83, which sum is paid.

(33) Certificate No. A3570 - Lots 28 and 30, Block 23, as shown on the Plat of Avalon Shores. (See Plat Book 8, folio 36) Seventh Election District, and assessed to Lester Roland Moran (See deed FAM, 151, folio 29); and sold to the Plaintiff for $23.93, which sum is paid.

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(34) Certificate No. A3380 - Lot 1, Block 9, 35 x 120, as shown on the Revised Plat No. 5 of Manhattan Beach (which said Plat is recorded in the office of the Tax Assessment Department) Third Election District and assessed to Frances B. Jackson. (See deed FAM 135, folio 20); and sold to the Plaintiff for $21.81, which sum is paid.

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

It is thereupon this 20th 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 29th day of December, 1960, next, warning the said Henrietta Cummings; Mrs. Elizabeth Tallman; Kermitt L. Scharff, also known as Kermit L. Sharff; David J. Coffman and Rose V. Coffman; Charles Calloway and Susie Calloway, and the unknown heirs and/or devisees of Charles Calloway and Susie Calloway; Mrs. Beatrice Jones; Rosalie Elliott; Frank Johnson and _____ Johnson, his wife, if any Mary Hayes, unknown heirs of Mary Hayes, if any; John G. Lose and Mary Frances Lose, his wife; Edward Hayes, unmarried, deceased, and the heirs at law of the said Edward Hayes; Perry Hayes; Malcom Hayes; Eveline Carr; Magdalena B. Smith, status unknown, Heirs at law of Magdalena B. Smith; Harry L. Schroeder and _____Schroeder, his wife; John Rau and Raymond Rau, his son, and Mrs. Raymond Rau, wife of Raymond Rau, and the unknown heirs and/or devisees of John Rau and Raymond Rau, his son; George E. Saulsbury and Myra R. Saulsbury, his wife, William W. Varney, also known as William Barney, and the unknown heirs and/or devisees of George E. Saulsbury and William W. Varney, also known as William Barney; Louis Jongbloet and Margaret Jongbloet, his wife, Eleanor Elizabeth Bloomquist; Winfred J. Bronzonie and_____ Bronzonie, his spouse, Annie C. Daugherty and unknown heirs of Annie C. Daugherty, Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr.; Phi Delta Zeta Epsilon Chapter;

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Frank H. Ziegler, F. Irvin Ziegler; J. Harvard Johnston and Mary D. Johnston, status unknown, and the unknown heirs and/or devisees of J. Harvard Johnston and Mary D. Johnston; Forrest C. Beacock and _____ Beacock, his wife, if any and the unknown heirs of the said Person above described if he be deceased; Jessie E. Ganoe, also known as Jessie E. Priebe; Jessie C. Rees, and unknown heirs, if any, of said Jessie C. Rees; Mabel P. LeRoy, and the unknown heirs of said Mabel P. LeRoy, if any; Annie Hauer and the unknown heirs of said Annie Hauer, if any; Edward L. Carter and the unknown heirs of the said Edward L. Carter, if any; Charles D. Flimner, also known as (Flimmer), Edith L. Flimner, also known as Flimmer; Mary Evelyn Dorsey and the unknown heirs of Mary Evelyn Dorsey, if any; Lois E. Cecil, also known as Louis E. Cecil; Fred A. Burke and_____ Burke, his wife, if any; John C. Bilby and Irene B. Bilby, wife, Betty B. Bilby, divorced first wife; Florence E. Lancaster, also known as E. Florence Lancaster and any unknown heirs of the said E. Florence Lancaster if she be deceased; Warren Smadbeck and Violeta Smadbeck, his wife, Wesley Ruggles, D. Dudley King and Frances A. King, his wife, Henry T. Buchanan and Agnes Salem Buchanan, his wife, T. Carroll Worthington and _____Worthington, his wife, Patrick J. White; Joseph Abertelli and Josephine Abertelli, his wife, J. Clinton Roberts and _____Roberts, his wife, Donald R. Roberts and Mamie Chard Roberts, his wife;Lester Roland Moran; F. B. Jackson, also known as France B. Jackson, Upper Ashburton Realty Company, Inc., Surviving Directors and Trustees of Upper Ashburton Realty Company, Inc.; 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 29th day of December, 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, County Commissioners of Anne Arundel County, a title free and clear of all encumbranc

LIBER 130 PAGE 108

George T. Cromwell

George T. Cromwell, Clerk

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OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 109

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1960

We hereby certify, that the annexed

Order of Publication

Eq 13,466

Henrietta Cummings.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of December, 1960. The first insertion being made the 27th day of October, 1960

THE CAPITAL-GAZETTE PRESS, INC.

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OFFICE OF THE
COUNTY SOLICITOR
LAW DEPARTMENT
COURTHOUSE
ANNAPOLIS, MARYLAND

N. 13,466 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
A body corporate
Plaintiff

versus

HENRIETTA CUMMINGS, 809 Howard Road, S.E., Washington, 20, D.C.
MRS. ELIZABETH TALLMAN, 4751 North 21st Road, Apartment 3, Arlington, Virginia
KERMITT L. SCHARFF, also known as Kermit L. Sharff, 6015 Twentieth Street, North Arlington, Virginia
DAVID J. COFFMAN and ROSE V. COFFMAN, 19 Monroe Court, Annapolis, Maryland
CHARLES CALLOWAY and SUSIE CALLOWAY, 669 Pierce Street, Baltimore, Maryland, and the unknown heirs and-or devisees of Charles Calloway and any, and the unknown heirs of the said Person above described if he be deceased, Dickerson, Maryland
JESSIE E. GANOE, also known as JESSIE E. PRIEBE, c-o Jessie G. Priebe, 508 - 16th Street, Santa Monica, California
JESSIE C. REES, and unknown heirs if any of said Jessie C. Rees, 3817 Seminary Avenue, Richmond, Virginia
MABEL P. LeROY, and the unknown heirs if any of said Mabel P. LeRoy, if any, 17 Highland Street, Ware, Massachusetts,
ANNIE HAUER, and the unknown heirs of said Annie Hauer, if any, 4027 - 20th Street, N. Arlington, Virginia
EDWARD L. CARTER, and the unknown heirs of the said Edward L. Carter, if any, 1707 Park Avenue, Baltimore 17, Maryland
CHARLES D. FLIMNER, also known as (Flimmer), EDITH L. FLIMNER, also known as Flimmer, 807 Woodrow Avenue, High Point, North Carolina
MARY EVELYN DORSEY, and the unknown heirs of Mary Evelyn Dorsey, if any, 1706 "B" Street, N.E., Washington, D.C.
LOIS E. CECIL, also known as Louis E. Cecil, 3204 Otis Avenue, Mt. Rainier, Maryland - "1934 Resale"
FRED A. BURKE, and ——— BURKE, his wife, if any, 3017 Otis Street, Washington, D.C.
JOHN C. BILBY and IRENE B. BILBY, wife, 3812 Old Dominion Boulevard, Alexandria, Virginia, Betty B. Bilby, Divorced First Wife, Beverly Hills, California, also, c-o John C. Bilby, 3812 Old Dominion Boulevard, Alexandria, Virginia
FLORENCE E. LANCASTER, also known as E. Florence Lancaster, and any unknown heirs of the said E. Florence Lancaster if she be deceased, ALL STATES HOTEL, 514 - 19th Street, N.W., Washington, D.C.
WARREN SMADBECK and VIOLETA SMADBECK, his wife, New York City, New York, WESLEY RUGGLES, Address Unknown, D. DUDLEY KING and FRANCES A. KING, his wife, Address Unknown, HENRY T. BUCHANAN and AGNES SALEM BUCHANAN, his wife, Address Unknown, T. CARROLL WORTHINGTON, and ———WORTHINGTON, his wife, Franklin Street, Annapolis, Maryland, PATRICK J. WHITE, c-o T. Carroll Worthington, South Street, Annapolis, Maryland, also 234 Main Street, Annapolis Maryland.
JOSEPH ABERTELLI and JOSEPHINE ABERTELLI, his wife, Address Unknown, J. CLINTON ROBERTS and ——— ROBERTS, his wife, DONALD R. ROBERTS and MAMIE CHARD ROBERTS, his wife, Glen Burnie, Maryland
LESTER ROLAND MORAN, c-o William H. Kilby, 1712 North Wayne Street, Arlington, Virginia
F. B. JACKSON, also known as FRANCE B. JACKSON, Simonson, Virginia, Upper Ashburton Realty Company, Inc., Surviving Directors and Trustees of Upper-Ashburton Realty Company, Inc., c-o H. J. Bachman, Severna Park, Maryland

IN ADDITION TO THE PARTIES HEREIN NAMED SPECIFICALLY, IT IS INTENDED THAT THERE BE INCLUDED HEREIN, AS PARTIES, ALL PERSONS, HEIRS, AND UNKNOWN HEIRS OR PERSONS UNKNOWN THAT WILL 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 BY 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:

(1) Seventh District — Lots 37 Block 16, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) — Certificate No. A-3441

(19) Second District — Lot 34, Block 8, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) — Certificate No. A3376

(20) Second District — Lot 32, Block 58, as shown on the Plat of Epping Forest, Section B (Plat Book 1, folio 47) — Certificate No. A3449

(21) Second District — Lots 1-2, Block 97, Section E, as shown on the amended Plat of Herald Harbor (See Plat Book 4, folio 14) —Certificate A3443

(22) Second District — Lots 45 & 46, Block 117, as shown on the (amended) plat of Herald Harbor (Plat Book 4, folio 17) Section C. —Certificate No. A3443

(23) Second District — Lots 10 & 11, Block 131, Section D, as shown on the Plat of Herald Harbor. (See Plat Book 4, folio 7) —Certificate A3440

(24) Second District — Lot 56, Block 73, Section E, as shown on the Plat of Herald Harbor, on the Severn. (See Plat Book 3, folio 36) — Certificate No. A3375

(25) Second District — Lot 9, Block D, as shown on the Plat of Southaven (See Plat Book 10, folio 32) — Certificate No. A3439

(26) Second District — Lot 30 and 31, Block V-2, Section 1, as shown on the Plat of South Haven, Plat 3 (See Plat Book 10, folio 14) — Certificate No. A3438

(27) Second District — Lot 53, Block G, Section 1, as shown on the Plat 4 of South Haven (See Plat Book 10, folio 24) — Certificate No. A3447

(28) Second District — Lot 15, Block U-1, as shown on the Plat of South Haven (See Plat Book 10, folio 14) — Certificate No. A3374

(29) First District — 234 acres, more or less, situated near Rhode River (Being a part of Winifred Carr property) — Certificate No. A3499

(30) First District — Lots 165-166, 50 x 80 each, as shown on the plat of North Selby, (See Plat Book 6, folio 27) "Resale 1934" — Certificate No. A3574

(31) First District — Lot 368, as shown on the Plat of Woodland Beach — Certificate No. A3497

(32) Fifth District — Lot 27 & 28, Block C, as shown on the Plat of Glendale Terrace (See Plat Book 3, folio 25) — Certificate No. A3537

(33) Seventh District — Lots 38 and 30, Block 23, as shown on the Plat of Avalon Shores (see Plat Book 8, folio 38) — Certificate No. A3570

(34) Third District — Lot 1, Block 9, 35' x 120', as shown on the plat No. 5 of Manhattan Beach (unrecorded) — Certificate No. A3380

ALL as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, to COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, Plaintiff, on October 14, 1957, for amounts in said Certificates hereinafter set forth:

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, Plaintiff in these proceedings for taxes due and in arrears by the following Tax at Skidmore. (See Plat JHH 238, folio 90) in the Third Election District and assigned to Edward Hayes (he being now and then deceased); and sold to the Plaintiff for $70.05, which sum is paid.

(10) Certificate No. A3535—Lots Nos. 7 and 8, Block M, as shown on the Plat of Colonial Park (See Plat Book 15, folios 15 and 16) in the Fourth Election District and assessed to Magdolena B. Smith, (Being the same property in FSR 90, folio 140 and JHH 348, folio 43); and sold to the Plaintiff for $14.15, which sum is paid.

(11) Certificate No. A3387 —Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (See Plat Book 16, folios 27 and 28) in the Third Election District and assessed to Harry L. Schroder (Schroeder). (Being the same property in deed FSR 13, folio 274); and sold to the Plaintiff for $17.81, which sum is paid.

(12) Certificate No. A3386—Lots 47 and 48, Section 66, as shown on the Plat of Green Haven (See Plat Book 13, folios 40 and 41) in the Third Election District and assessed to John Rau and Raymond Rau, his son, (See deed WNW 9, folio 47); and sold to the Plaintiff for $22.78, which sum is paid.

(13) Certificate No. A3382—Lots 11-10 as shown on the Plat of Rock Creek, also known as four parcels of land situated on the Patapsco River known as "White Rock North Group," situated in the Third Election District and assessed to William Barney, (also known as William W. Varney) and George N. Saulsbury (See deed WNW 27, folio 223, and Patent (land) Liber JSS 1, folio 10, 11, 12, 13, etc.; sold to the Plaintiff for $45.82, which sum is paid.

(14) Certificate No. A3450 — Lots 1 through 15 inclusive, Block 149, as shown on the plat entitled Herald Harbor (See Plat Book 4, folio 6) in the Second Election District, and assessed to Louis and Margaret Jongbloet, (being part of the land in JHH 428, folio 283); and sold to the Plaintiff for $41.43, which sum is paid.

(15) Certificate No. A3446—Lots 9-10-11, Block 159, as shown on the Plat of Herald Harbor (See Plat Book 4, folio 6) in the Second Election District and assessed to Winfred J. Bronzonie (also see deed JHH 495, folio 400); and sold to the Plaintiff for $19.27,

(16) Certificate No. A3448 —Lot 1, Block 12, as shown on the Plat of Severn Grove, (See Plat Book 6, folio 41) in the Second Election District and assessed to Chapter Phi Delta Zeta Epsilon, c-o H. Howard, (also see deed WMB 133, folio 391); and sold to the Plaintiff for $16.77, which sum is paid.

(17) Certificate No. A3445 —Lot 22, Block 12, as shown on the Plat of Severn Grove (see Plat Book 8 folio 41) in the Second Election District and assessed to Frank H. Ziegler and (F) Irvin Ziegler (see deed WMB 125, folio 420); and sold to the Plaintiff for $20.15, which sum is paid.

(18) Certificate No. A3441 —Lot 10, Block 16, as shown on the Plat of Severn Grove (see Plat Book 8, folio 41) in the Second Election District and assessed to Mary D. Johnston and J. Harvard (see deed WMB 131, folio 371); and sold to the Plaintiff for $17.94, which sum is paid.

(19) Certificate No. A3376 —Lot 34, Block 8, as shown on the plat of Severn Grove, (Plat Book 8, folio 41) in the Second Election District, and assessed to Forrest (Forest) C. Beacock (see deed FSR 104, folio 144); and sold to the Plaintiff for $17.94, which sum is paid.

(20) Certificate No. A3449 —Lot 32, Block 58, as shown on the Plat of, Epping Forest (see Plat Book 1, folio 47) in the Second Election District and assessed to John C. and Betty B. Bilby. (See deed JHH 394, folio 199. Second parcel therein and exception JHH 783, folio 207); and sold to the Plaintiff for $17.56, which sum is paid.

(30) Certificate No. A3574—Lots 165 - 166, 50 x 80 each, as shown on the Plat of North Selby (See Plat Book 8, folio 27) in the First Election District, and assessed to Florence E. Lancaster. (see deed FAM 143, folio 239); and sold to the Plaintiff for $19.63, which sum is paid.

(31) Certificate No. A3497—Lot 366 as shown on the Plat of Woodland Beach. First Election District, and assessed to T. Carroll Worthington, et al. (see deed JHH 310, folio 480); and sold to the Plaintiff for $20.33, which sum is paid.

(32) Certificate No. A3537—Lots 27 and 28, Block C, as shown on the Plat of Glendale Terrace, Fifth Election District (see Plat Book 3, folio 25) and assessed to Joseph and Josephine Abertelli. (See deed JHH 386, folio 191); and sold to the Plaintiff for $82.83, which sum is paid.

(33) Certificate No. A3570—Lots 28 and 30, Block 23, as shown on the Plat of Avalon Shores. (See Plat Book 8, folio 38) Seventh Election District, and assessed to Lester Roland Moran (See deed, FAM, 151, folio 29); and sold to the Plaintiff for $23.93, which sum is paid.

(34) Certificate No. A3380 —Lot 1, Block 9, 35 x 120, as shown on the Revised Plat No. 5 of Manhattan Beach (which said Plat is recorded in the office of the Tax Assessment Department) Third Election District and assessed to Frances B. Jackson. (See deed FAM 136, folio 20); and sold to the Plaintiff for $21.61, which sum is paid.

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

It is thereupon this 20th 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 29th day of December, 1960, next, warning the said Henrietta Cummings; Mrs. Elizabeth Tallman; Kermitt L. Scharff, also known as Kermit L. Sharff; David J. Coffman and Rose V. Coffman; Charles Calloway and Susie Calloway, and the unknown heirs and-or devisees of Charles Calloway and Susie Calloway; Mrs. Beatrice Jobes; Rosalie Elliott; Frank Johnson and ——— Johnson, his wife, if any; Mary Hayes, unknown heirs of Mary Hayes, if any; John G. Lose and Mary Frances Lose, his wife; Edward Hayes, unmarried, deceased, and the heirs at law of the said Edward Hayes; Perry Hayes; Malcom Hayes; Eveline Carr; Magdalena B. Smith, status unknown, Heirs at law of Magdalena B. Smith; Harry L. Schroeder and ——— Schroeder, his wife; John Rau and Raymond Rau, his son, and Mrs. Raymond Rau, wife of Raymond Rau, and the unknown heirs and-or devisees of John Rau and Raymnd Rau, his son; George E. Saulsbury and Myra R. Saulsbury, his wife, William W. Varney, also known as William Barney, and the unknown heirs and-or devisees of George E. Saulsbury and William W. Varney, also known as William Bar-

Susie Calloway, addresses unknown.
MRS. BEATRICE JONES, 622 North Vincent Street, Baltimore 17, Maryland
ROSALIE ELLIOTT; 14 Northeast Tenth Street, Milford, Delaware
FRANK JOHNSON and ——— JOHNSON, his wife, if any, 10 Calvert Court, Annapolis, Maryland
MARY HAYES, Unknown heirs of Mory Hoyos, if any, 2535 Salem Street, Baltimore, Maryland.
JOHN G. LOSE and MARY FRANCES LOSE, his wife, College Park, Maryland
EDWARD HAYES, unmarried, deceased, and the heirs at law of the said Edward Hayes; Perry Hayes, brother, Yorktown, St. Margarets, Anne Arundel County, Maryland, Malcolm Hayes, brother, St. Margarets, Anne Arundel County, Maryland, Eveline Carr, sister, St. Margarets, Anne Arundel County, Maryland
MAGDALENA B. SMITH, status unknown, Heirs at law of Magdalena B. Smith, 1938 McCulloh Street, Baltimore, Maryland
HARRY L. SCHROEDER and ——— SCHROEDER, his wife, 1811 East Oliver Street, Baltimore, Maryland
JOHN RAU and RAYMOND RAU, his son, and MRS. RAYMOND RAU, wife of Raymond Rau, 1114 South Conklin Street, Baltimore, Maryland, and the unknown heirs and-or devisees of John Rau and Raymond Rau, his son, addresses unknown.
GEORGE E. SAULSBURY and MYRA R. SAULSBURY, his wife, WILLIAM W. VARNEY, also known as William Barney, R.F.D., Branters Ridge, Fallston, Maryland, and the unknown heirs and-or devisees of George E. Saulsbury and William W. Varney, also known as William Barney, addresses unknown
LOUIS JONGBLOET and MARGARET JONGBLOET, his wife, Crownsville, Maryland, Eleanor Elizabeth Bloomquist, Herald Harbor, Maryland
WINFRED J. BRONZONIE and ——— BRONZONIE, his spouse, 6316 Patterson Street, Riverdale, Maryland, Annie C. Daugherty and unknown heirs of Annie C. Daugherty, Address Unknown, Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr., Address Unknown.
PHI DELTA ZETA EPSILON CHAPTER, c-o H. Howard, 1404 S. George Mason Drive, Arlington 4, Virginia
FRANK H. ZIEGLER, F. IRVIN ZIEGLER, 1821 North Monroe Street, Baltimore, Maryland
J. HARVARD JOHNSTON and MARY D. JOHNSTON, status unknown, 414 Eresham Avenue, or 414 Erasham Avenue, Baltimore, Maryland, and the unknown heirs and-or devisees of J. Harvard Johnston and Mary D. Johnston, addresses unknown
FORREST C. BEACOCK and ——— BEACOCK, his wife, if & 38 as shown on the plat of Selassie Villa, Plat Book 17, Page 44 — Certificate No. A3550

(2) Seventh District — Lots 5 & 6, Block 25, Section A, as shown on the plat of Avalon Shores, Plat Book 8, Page 38 — Certificate No. A3572

(3) Seventh District — Lot 44, Block 41, as shown on the Plat of Avalon Shores, Plat Book 10, Page 4 — Certificate No. A3571

(4) Sixth District — Lot & Improvements, Block 57-3, 19 Monroe Court — Certificate No. A-3546

(5) Fifth District — Lots 190 & 191 and parts of Lots 192 & 193, as shown on the plat of Patapsco Park, Plat Book 12, Page 6 — Certificate No. A-3541

(6) Fifth District — Lots 31 & 32, Block E, as shown on the plat of Crystal Springs Park, Plat Book 1, Page 20 — Certificate No. A3542

(7) Fourth District — Lot 12, Block B, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 & 16) — Certificate No. A3391

(8) Fourth District — Lots 7 & 8, Block H, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15 & 16) — Certificate No. A3390

(9) Third District — Lot 1 or 1.05 acres, more or less, and Lot 4, Plat 2, or .833 acres, more or less, and improvements as shown on the Plat of Skidmore (see Plat JHH 238, folio 90 and JHH 283, folio 89) — Certificate No. A3381

(10) Fourth District — Lots 7 & 8, Block M, as shown on the Plat of Colonial Park (Plat Book 15, folios 15 & 16) — Certificate No. A3335

(11) Third District — Lot 27, Section LL, as shown on the Plat of Glen Burnie Heights (Plat Book 16, folio 27 & 28) — Certificate No. A3387

(12) Third District — Lots 47 & 48, Section 66, as shown on the plat of Green Haven (See Plat Book 13, folio 40 and 41) — Certificate No. A3386

(13) Third District — Lots 11-10, as shown on the Plat of Rock Creek (also known as "White Rock North Group." Entirely surrounded by the waters of the Patapsco River) — Certificate No. A3382

(14) Second District — Lots 1 to 15 inclusive, Block 149 as shown on the Plat of Herald Harbor (See plat book No. 4, folio 6) — Certificate No. A3450

(15) Second District — Lots 9-10-11, Block 150, as shown on the Plat of Herald Harbor, Section F (Plat Book 4, folio 6) — Certificate No. A3446

(16) Second District — Lot 1, Block 12, as shown on the Plat of Severn Grove (See Plat Book 8, folio 41) — Certificate No. A-3448

(17) Second District — Lot 22, Block 12, as shown on the Plat of Severn Grove (Plat Book 8, folio 41) — Certificate No. A3445

(18) Second District — Lot 10, Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A3550 — Lots 37 and 38, 25 x 120 as shown on the plat of Sellassie Village, Seventh Election District, and assessed to Henrietta Cummings (See Deed JHH 588, folio 418); and sold to the Plaintiff for $22.63, which sum is paid.

(2) Certificate No. A3572 — Lots 5 and 6, Block 25, Section A, as shown on the plat of Avalon Shores, Seventh Election District (See Plat Book 8, Page 38 and Deed JHH 691, folio 150) and assessed to Elizabeth Tallman; and sold to the Plaintiff for $21.69, which sum is paid.

(3) Certificate No. A3571 — Lot 44, Block 41, Section B, as shown on the Plat of Avalon Shores (Plat Book 10, folio 4), Seventh Election District, and assessed to Kermit L. Scharff, (see also Deed JHH 318, folio 429); and sold to the Plaintiff for $15.20, which sum is paid.

(4) Certificate No. A3546 — Lot and improvements, Block 57-3, situated at 19 Monroe Court in the City of Annapolis, Sixth Election District. (For more particular description, see deed from Lillian Bliy, widow, in JHH 197, folio 168), the same being assessed to David J. Coffman and Rose V. Coffman, his wife; and sold to the Plaintiff for $308.01, which sum is paid.

(5) Certificate No. A3541 — Lots 190-191 and parts of 192 and 193 as shown on the Plat of Patapsco Park. (See Plat Book 12, folio 8), Fifth Election District, and assessed to Charles Calloway and Susie Calloway, his wife, (See WNW 57, folio 352, see also deed WNW 57, folio 354); and sold to the Plaintiff for $74.74, which sum is paid.

(6) Certificate No. A3542 — Lots 31-32, Block E, as shown on the Plat of Crystal Springs Park (Plat Book 1, folio 20) in the Fifth Election District, and assessed to Rosalie Elliott. (See also deed FSR 108, folio 468); and sold to the Plaintiff for $21.14, which sum is paid.

(7) Certificate No. A3391 —Lot 12, Block B, as shown on the Plat of Colonial Park (See Plat Book 15, folio 15-16, in the Fourth Election District, and assessed to Frank Johnson. (See deed FSR 101, folio 306); and sold to the Plaintiff for $13.93, which sum is paid.

(8) Certificate No. A3390 — Lots 7 and 8, Block H, as shown on the Plat of Colonial Park. (See Plat Book. 15, folios 15-16 in the Fourth Election District, and assessed to Mary Hayes (See also deed FSR 23, folio 411); and sold to the Plaintiff for $14.38, which sum is paid.

(9) Certificate No. A3381 — Lot No. 1 or 1.05 acres, more or less, and Lot 4, Plat 2 or .833 acres, more or less, and improvements as shown on the Plat of the Subdivision of George Hayes Property Election District, and assessed to Jessie E. Ganoe (also known as J. E. Priebe). See deed WMB 33, folio 246, same as FSR 6, folio 246); and sold to the Plaintiff for $18.84, which sum is paid.

(21) Certificate No. A3443—Lots 1 and 2, Block 97, Section E; as shown on the Amended Plat of Herald Harbor. (See Plat Book 4, folio 14), Second Election District, and assessed to Jessie C. Rees, (see deed FAM 141, folio 319), and sold to the Plaintiff for $18.94, which sum is paid.

(22) Certificate No. A3442—Lots 45 and 46, Block 117, Section C as shown on the (amended) Plat of Herald Harbor (see Plat Book 4, folio 17) in the Second Election District, and assessed to Mabel P. Leroy (LeRoy). (See deed WNW 90, folio 378); and sold to the Plaintiff for $24.31, which sum is paid.

(23) Certificate No. A3440—Lots 10 and 11, Block 131, Section D, as shown on the Plat of Herald Harbor. (See Plat Book 4, folio 7), Second Election District and assessed to Annie Hauer, (see deed WMB 13, folio 7); and sold to the Plaintiff for $24.31, which sum is paid.

(24) Certificate No. A3375 —Lot 56, Block 73, Section E, as shown on the Plat of Herald Harbor (see Plat Book 3, folio 36), Second Election District, and assessed to Edward L. Carter (see deed JHH 295, folio 341); and sold to the Plaintiff for $18.29, which sum is paid.

(25) Certificate No. A3439 —Lot 9, Block D, as showo on the Plat of Section 1, Southhaven (see Plat Book 10, folio 32), Second Election District, and assessed to Charles D. and Edith L. Flimmer (Flimmer). (See deed FAM 189, folio 18); and sold to the Plaintiff for $15.82, which sum is paid.

(26) Certificate No. A3438 —Lots 30 and 31, Block U-2, Section 1, as shown on the Plat of South Haven, Plat 3. (See Plat Book 10, folio 14), Second Election District, and assessed to Mary Evelyn Dorsey. (See also deed JHH 206, folio 275); and sold to the Plaintiff for $18.53, which sum is paid.

(27) Certificate No. A3447—Lot 53, Block C, Section 1, as shown on Plat 4 of South Haven (see Plat Book 10, folio 24), Second Election District and assessed to (Louis) or Lois E. Cecil (see deed FAM 167, folio 240), Resale 1954; and sold to the Plaintiff for $18.07, which sum is paid.

(28) Certificate No. A3374 —Lot 15, Block U-1, Section 1, as shown on Plat 3 of South Haven. (See Plat Book 10, folio 14) Second Election District, and assessed to Fred A. Burke (see deed FAM 189, folio 11); and sold to the Plaintiff for $18.39, which sum is paid.

(29) Certificate No. A3499 —Being .234 acres, more or less, near Rhode River (being a part of the Winifred Carr property), First

ney; Louis Jongbloet and Margaret Jongbloet, his wife, Eleanor Elizabeth Bloomquist; Winfred J. Bronzonie and ——— Bronzonie, his spouse, Annie C. Daugherty and unknown heirs of Annie C. Daugherty, Alvin G. Branham and Elizabeth G. Branham, his wife, Otis L. Williams, Jr.; Phi Delta Zeta Epsilon Chapter; Frank H. Ziegler, F. Irvin Ziegler; J. Harvard Johnston and Mary D. Johnston, status unknown, and the unknown heirs and-or devisees of J. Harvard Johnston and Mary D. Johnstoo; Forrest C. Beacock and ——— Beacock, his wife, if any and the unknown heirs of the said Person above described if he be deceased; Jessie E. Ganoe, also known as Jessie E. Priebe; Jessie C. Rees, and unknown heirs, if any, of said Jessie C. Rees; Mabel P. LeRoy, and the unknown heirs of said Mabel P. LeRoy, if any; Annie Hauer and the unknown heirs of said Annie Hauer, if any; Edward L. Carter and the unknown heirs of the said Edward L. Carter, if any; Charles D. Flimner, also known as (Flimmer), Edith F. Flimner, also known as Flimmer; Mary Evelyn Dorsey and the unknown heirs of Mary Evelyn Dorsey, if any; Lois E. Cecil, also known as Louis E. Cecil; Fred A. Burke and ——— Burke, his wife, if any; John C. Bliby and Irene B. Bliby, wife, Betty B. Bliby, divorced first wife; Florence E. Lancaster, also known as E. Florence Lancaster and any unknown heirs of the said E. Florence Lancaster if she be deceased; Warren Smadbeck and Violeta Smadbeck, his wife, Wesley Ruggles, D. Dudley King and Frances A. King, his wife, Henry T. Buchanan and Agnes Salem Buchanan, his wife, T. Carroll Worthington and ——— Worthington, his wife, Patrick J. White; Joseph Abertelli and Josephine Abertelli, his wife, J. Cloton Roberts and ——— Roberts, his wife, Donald R. Roberts and Mamie Chard Roberts, his wife; Lester Roland Moran; F. B. Jackson, also known as France B. Jookson, Upper Ashburton Realty Company, Inc., Surviving Directors and Trustees of Upper Ashburton Realty Company, Inc.; 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 29th day of December, 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, County Commissioners of Anne Arundel County, a title free and clear of all encumbrances,

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-17

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	*	NO. 13,466 EQUITY
	*	IN
vs	*	THE CIRCUIT COURT
	*	FOR
HENRIETTA CUMMINGS, et al	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

LIBER 130 PAGE 112

PETITION TO FIX AMOUNT NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of David J. Coffman and Rose V. Coffman, by their attorney, Henry J. Tarantino, respectfully represents unto your Honor:

1. That on or about October 14, 1957, Joseph H. Griscom Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, sold the parcel of ground described in Paragraph 4, sub-paragraph 4 of the Bill of Complaint filed in this cause, to the complainant in this cause for the non-payment of taxes; that at the time of said sale the aforesaid parcel of ground was assessed in the name of the said David J. Coffman and Rose V. Coffman, his wife; and that on October 14, 1957, a certificate of Tax Sale No. A-3546 was issued to the complainant.

2. That your Petitioners are advised that they are entitled to redeem said property and are further advised that the amounts necessary for redemption are as follows:

All taxes due and outstanding, including the year 1960, with interest through December 31, 1960	$ 1,173.65
Advertising, 1959	43.51
Advertising, 1960	26.01
Proportionate Amount of Court Costs	10.00
Title Examination	20.00
Fee, Attorney for complainant	50.00
	$ 1,323.17

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WHEREFORE, your petitioners pray that this Honorable Court may pass an order fixing the amount necessary for the redemption of the aforesaid property.

AND AS IN DUTY BOUND, etc.

Henry J. Tarantino
Attorney for Defendant

CONSENT

The undersigned being attorney for the complainant in the above-entitled proceeding does hereby consent to the passage of an order fixing the amount necessary for the redemption of the property referred to in this petition as prayed in the total amount of $1,323.17.

Marvin H. Anderson
Attorney for Complainant

ORDER OF COURT

Upon the aforegoing Petition and Consent, it is this 5th day of June, 1961, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that David J. Coffman and Rose V. Coffman be allowed to redeem the property in said petition upon payment of the sum of $1,323.17 to the plaintiff herein.

Judge

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LIBER 130 PAGE 114

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	*	NO. 13,466 EQUITY
	*	IN
vs.	*	THE CIRCUIT COURT
HENRIETTA CUMMINGS, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * *

ORDER OF SATISFACTION

Mr. Clerk:

Please enter this matter SETTLED and SATISFIED as to the following Defendants and property only:

DAVID J. COFFMAN and
ROSE V. COFFMAN
19 Monroe Court
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in the property known as Lot and Improvements, Block 57-3, 19 Monroe Court, Sixth Election District, Anne Arundel County, Maryland.

Marvin H. Anderson
Attorney for Plaintiff

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LIBER 130 PAGE 115

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	*	NO. 13,466 EQUITY
	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
HENRIETTA CUMMINGS, et al	*	ANNE ARUNDEL COUNTY
Defendants		

* * * * * * *

AFFIDAVIT OF MAILING TO
NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 23rd day of ~~December~~ March, in the Year ~~1960~~ 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin H. Anderson, Attorney for County Commissioners of Anne Arundel County, the Plaintiff, and made oath in due form of law that on October 21, 1960, he mailed, postage paid, by Registered United State Mail, return receipt requested, a true copy of the Order of Publication passed in this cause to each of the following named defendants at the addresses shown, which are the last known addresses for each of said defendants, as evidenced by the receipts for said letters filed herewith and made a part hereof:

Henrietta Cummings
809 Howard Road, S.E.
Washington 20, D.C.

Mrs. Elizabeth Tallman
4751 North 21st Road, Apt.3
Arlington, Virginia

Kermitt L. Scharff, also known as Kermit L. Sharff
6015 Twentieth Street
North Arlington, Virginia

Rosalie Elliott
14 Northeast Tenth Street
Milford, Delaware

Eleanor Elizabeth Bloomquist
3111 Twentieth Street, North
Apartment C-332
Arlington 1, Virginia

Otis L. Williams, Jr.
509 Investment Building
Washington, D.C.

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Phi Delta Zeta Epsilon Chapter
c/o H. Howard
1404 S. George Mason Drive
Arlington 4, Virginia

Jessie E. Ganoe, also known as Jessie E. Priebe
c/o Jessie G. Priebe
508 - 10th Street
Santa Monica, California

Jessie C. Rees, and unknown heirs if any of the said Jessie C. Rees,
3817 Seminary Avenue
Richmond, Virginia

Mabel P. LeRoy and the unknown heirs if any of said Mabel P. LeRoy, if any
17 Highland Street
Ware, Massachusetts

Annie Hauer, and the unknown heirs of said Annie Hauer, if any
4027 - 20th Street, N. Arlington, Virginia

Charles D. Flimner, also known as (Flimmer),
Edith L. Flimner, also known as Flimmer,
807 Woodrow Avenue
High Point, North Carolina

Mary Evelyn Dorsey, and the unknown heirs of Mary Evelyn Dorsey, if any
1706 "B" Street, N.E.
Washington, D.C.

Fred A. Burke, and _____Burke, his wife, if any
3017 Otis Street
Washington, D.C.

John C. Bilby and
Irene B. Bilby, wife,
3812 Old Dominion Boulevard
Alexandria, Virginia

Betty B. Bilby
Divorced First Wife
c/o John C. Bilby
3812 Old Dominion Boulevard
Alexandria, Virginia

Florence E. Lancaster, also known as E. Florence Lancaster and any unknown heirs of the said E. Florence Lancaster, if she be deceased
All States Hotel
514 - 19th Street, N.W.
Washington, D.C.

Lester Roland Moran
c/o William H. Kilby
1712 North Wayne Street
Arlington, Virginia

F. B. Jackson, also known as France B. Jackson
Simonson, Virginia

And he further made oath in due form of law that on November 28, 1960, he mailed, postage paid, by Registered United States mail, return receipt requested, a true copy of the Order of Publication passed in this cause to each of the following named defendants at the addresses shown, which are the last known addresses for each of said defendants, as evidenced by the receipts for said letters filed herewith and made a part hereof:

Warren Smadbeck and Violeta Smadbeck, his wife
17 West 56th Street
New York City, New York

Betty B. Bilby, Divorced first wife of John C. Bilby
Beverly Hills, California

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And he further made oath in due form of law that on November 29, 1960, he mailed, postage paid, by Registered United States mail, return receipt requested, a true copy of the Order of Publication passed in this cause to each of the following named defendants at the addresses shown, which are the last known addresses for each of said defendants, as evidenced by the receipts for said letters filed herewith and made a part hereof:

Alvin G. Branham
Elizabeth G. Branham, his wife
1917 Tulip, N. W.
Washington, District of Columbia

Alvin G. Branham
Elizabeth G. Branham, his wife
c/o Mr. Otis L. Williams, Jr.
Investment Building
Washington, District of Columbia

And he further made oath in due form of law that thereafter he received through the United States mail the aforesaid envelopes with the contents thereof which he had mailed as aforesaid to the parties hereinafter named at the respective addresses hereinbefore recited, which said envelopes together with the respective receipts therefor of the postmaster are attached hereto and made a part hereof:

Henrietta Cummings; Mrs. Elizabeth Tallman; Rosalie Elliott; Phi Delta Zeta Epsilon Chapter; Jessie E. Ganoe, also known as Jessie E. Priebe; Jessie C. Rees and unknown heirs if any of said Jessie C. Rees; Annie Hauer, and the unknown heirs of said Annie Hauer, if any; John C. Bilby and Irene B. Bilby; Mary Evelyn Dorsey and the unknown heirs of Mary Evelyn Dorsey, if any; Fred A. Burke and _____Burke, his wife, if any; Betty B. Bilby; F. B. Jackson, also known as France B. Jackson; Alvin G. Branham, Elizabeth G. Branham, his wife; Warren Smadbeck, Mrs. Violeta Smadbeck, his wife.

And he further made oath in due form of law that thereafter he received through the United States mail the attached

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return receipts for the aforesaid envelopes which he had mailed as aforesaid to the following parties at the respective addresses hereinbefore recited:

Kermitt L. Scharff, also known as Kermit L. Sharff

Eleanor Elizabeth Bloomquist

Alvin G. Branham and Elizabeth G. Branham, his wife

Otis L. Williams, Jr.

Mabel P. LeRoy, and the unknown heirs, if any of said Mabel P. LeRoy, if any

Lester Roland Moran

Charles D. Flimner, also known as Flimmer

Edith L. Flimner, also known as Flimmer

Betty B. Bilby, Divorced first wife

Florence E. Lancaster, also known as E. Florence Lancaster, and any unknown heirs of the said E. Florence Lancaster, if she be deceased

Marvin H. Anderson

Marvin H. Anderson

Subscribed and sworn to before me on the date above mentioned.

Marian B Stockett

Notary Public

REGISTERED NO. 7984
Value $ NU Spec. del'y fee $
Fee $ 50 Ret. receipt fee $ 10
Surcharge $ Rest. del'y fee $
Postage $ 12 ☐ Airmail
Postmaster, By Ow
From Law Dept
To Lester R. Moran
Arlington Va
POD Form 3806 Sept. 1955
c9—16—70493-2
POSTMARK ANNAPOLIS MD. OCT 21 1960

REGISTERED NO. 8639
Value $ NU Spec. del'y fee $
Fee $ 50 Ret. receipt fee $ 10
Surcharge $ Rest. del'y fee $
Postage $ 12 ☐ Airmail
Postmaster, By Ow
From Law Dept
AAco Court House
To Mr Alvin G Branham
1917 Tulip NY
Washington
POD Form 3806 Sept. 1955
c9—16—70493-2
POSTMARK ANNAPOLIS NOV 29 1960

REGISTERED NO. 7969
NU Spec. del'y fee $
50 Ret. receipt fee $ 10
Rest. del'y fee $
$ 12 ☐ Airmail
Postmaster, By Ow
Law Dept
Mabel P LeRoy
Highland St Warren Mass
Form 3806 Sept. 1955
c9—16—70493-2
POSTMARK ANNAPOLIS MD. OCT 21 1960

REGISTERED NO. 8618

Value $ NV Spec. del'y fee $

Fee $ .50 Ret. receipt fee $ .10

Surcharge $ Rest. del'y fee $

Postage $ .12 ☐ Airmail

POSTMARK NOV 28 1960

Postmaster, By

From Law Dept
Courthouse Annapolis Md

To Betty B. Bibby
Beverly Hills, Calif.

POD Form 3806
Sept. 1955

cg—16—70493-2

REGISTERED NO. 7970

Value $ NV Spec. del'y fee $

Fee $ .50 Ret. receipt fee $ .10

Surcharge $ Rest. del'y fee $

Postage $ .12 ☐ Airmail

POSTMARK U.S. 21 1960 MD.

Postmaster, By

From Law Dept

To Otis L Williams Jr
Wash DC

POD Form 3806
Sept. 1955

cg—16—70493-2

REGISTERED NO. 7983

Value $ NV Spec. del'y fee $

Fee $ .52 Ret. receipt fee $ .10

Surcharge $ Rest. del'y fee $

Postage $ .12 ☐ Airmail

POSTMARK ANNAPOLIS

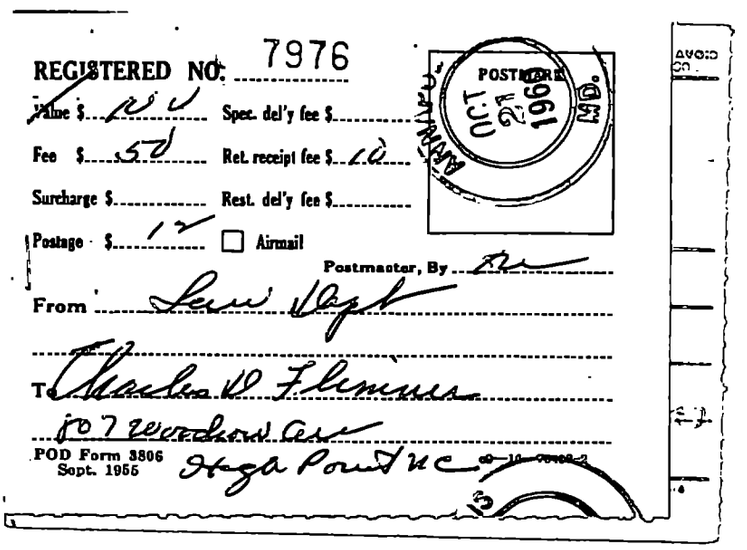
Postmaster, By

From Law Dept

To Miss C E Bloomquist
Arlington Va

POD Form 3806
Sept. 1955

cg—16—70493-2



REGISTERED NO. 7976

Value $ NO Spec. del'y fee $

Fee $ 50 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 12 ☐ Airmail

Postmaster, By [illegible]

From Law Dept

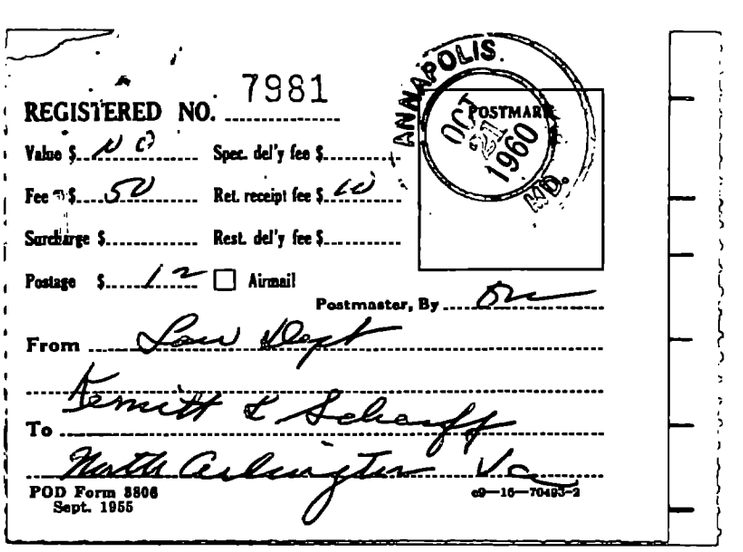
To Charles D Flimmer

807 Woodrow Ave

Hoga Point NC

POD Form 3806
Sept. 1955

POSTMARK ANNAPOLIS OCT 21 1960 MD.



REGISTERED NO. 7981

Value $ NO Spec. del'y fee $

Fee $ 50 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 12 ☐ Airmail

Postmaster, By [illegible]

From Law Dept

To Kenneth L Scharff

North Arlington Va

POD Form 3806
Sept. 1955

e9—16—70493-2

POSTMARK ANNAPOLIS OCT 21 1960 MD.

LIBER 130 PAGE 119

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	*	NO. 13,466 EQUITY
	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
HENRIETTA CUMMINGS, Et al	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * * * *

AFFIDAVIT OF
NON-MILITARY SERVICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of March, 1961 personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, Frank W. Wilde, President of County Commissioners of Anne Arundel County, the Plaintiff in the above-entitled cause, and made oath in due form of law that he is not able to determine whether or not the defendants, Henrietta Cummings; Mrs. Elizabeth Tallman; Kermitt L. Scharff, also known as Kermit L. Sharff; David J. Coffman and Rose V. Coffman; Charles Calloway and Susie Calloway, and the unknown heirs and/or devisees of Charles Calloway and Susie Calloway; Mrs. Beatrice Jones; Rosalie Elliott; Frank Johnson and _____Johnson, his wife, if any; Mary Hayes, unknown heirs of Mary Hayes, if any; John G. Lose and Mary Frances Lose, his wife; Edward Hayes, unmarried, deceased, and the heirs at law of the said Edward Hayes, Perry Hayes, brother, Malcom Hayes, brother, Eveline Carr, sister; Magdalena B. Smith, status unknown, Heirs at law of Magdalena B. Smith; Harry L. Schroeder and _____Schroeder, his wife; John Rau and Raymond Rau, his son, and Mrs. Raymond Rau, wife of Raymond Rau, and the unknown heirs and/or devisees of John Rau and Raymond Rau, his son; George E. Saulsbury and Myra R. Saulsbury, his wife; William W. Varney, also known as William Barney, and the

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unknown heirs and/or devisees of George E. Saulsbury and William W. Varney, also known as William Barney; Louis Jongbloet and Margaret Jongbloet, his wife, Eleanor Elizabeth Bloomquist; Winfred J. Bronzonie and _____Bronzonie, his spouse, Annie C. Daugherty and unknown heirs of Annie C. Daugherty, Alvin G. Branham and Elizabeth G. Branham, Otis L. Williams, Jr.; Phi Delta Zeta Epsilon Chapter; Frank H. Ziegler, F. Irvin Ziegler; J. Harvard Johnston and Mary D. Johnston; and the unknown heirs and/or devisees of J. Harvard Johnston and Mary D, Johnston; Forrest C. Beacock and _____Beacock, his wife; if any and the unknown heirs of the said Person above described if he be deceased; Jessie E. Ganoe, also known as Jessie E. Priebe; Jessie C. Rees and unknown heirs if any of said Jessie C. Rees; Mabel P. LeRoy and the unknown heirs if any of said Mabel P. LeRoy; if any; Annie Hauer and the unknown heirs of said Annie Hauer, if any; Edward L. Carter, and the unknown heirs of the said Edward L. Carter, if any; Charles D. Flimner, also known as (Flimmer), Edith L. Flimner, also known as Flimmer; Mary Evelyn Dorsey, and the unknown heirs of Mary Evelyn Dorsey, if any; Lois E. Cecil, also known as Louis E. Cecil; Fred A. Burke and _____Burke, his wife, if any; John C. Bilby and Irene B. Bilby, wife, Betty B. Bilby, Divorced First Wife; Florence E. Lancaster, also known as E. Florence Lancaster, and any unknown heirs of the said E. Florence Lancaster, if she be deceased; Warren Smadbeck and Violeta Smadbeck, his wife; Wesley Ruggles, D. Dudley King and Frances A. King, his wife, Henry T. Buchanan and Agnes Salem Buchanan, his wife, T. Carroll Worthington and _____Worthington, his wife, Patrick J. White; Joseph Abertelli and Josephine Abertelli, his wife; J. Clinton Roberts

and _____Roberts, his wife, Donald R. Roberts and Mamie Chard Roberts, his wife; Lester Roland Moran; F. B. Jackson, also known as France B. Jackson, Simonson, Virginia, or any of them are now in the military service of the United States of America.

In Testimony whereof, I hereunto set my hand and affix my Notarial Seal this 30th day of March, 1961.

Evelyn M. Brettcher
Notary Public

My commission expires:
May 1, 1961

LIBER 130 PAGE 122

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	*	NO. 13,466 EQUITY
	*	IN
	*	THE CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
HENRIETTA CUMMINGS, et al	*	

* * * * * * * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of County Commissioners of Anne Arundel County, Plaintiff in the foregoing cause, by Marvin H. Anderson, its attorney, respectfully shows:

1. That two returns of "non est" have been made against each of the following defendants in the above-entitled case:

Charles Calloway and Susie Calloway
Frank Johnson and _____Johnson, his wife, if any
Mary Hayes
Perry Hayes
Malcom Hayes
Eveline Carr
Magdalena B. Smith
Harry L. Schroeder and _____Schroeder, his wife
John Rau and Raymond Rau, his son
George E. Saulsbury and Myra R. Saulsbury
William W. Varney, also known as William Barney
Louis Jongbloet and Margaret Jongbloet, his wife
Winfred J. Bronzonie and _____ Bronzonie, his spouse
Frank H. Ziegler and F. Irvin Ziegler
J. Harvard Johnston and Mary D. Johnston
Forrest C. Beacock and _____Beacock, his wife, if any
Edward L.Carter
Lois E. Cecil, also known as Louis E. Cecil
Patrick J. White
J. Clinton Roberts and _____Roberts, his wife
Donald R. Roberts and Mamie Chard Roberts, his wife
Upper Ashburton Realty Company, Inc.
Surviving Directors and Trustees of Upper Ashburton Realty Company, Inc.

2. That sub-poenas issued out of this Court directed to each of the following defendants in the above-entitled case have been returned summoned, as will more fully appear from the sheriff's returns filed herein:

Beatrice Jones
John G. Lose and Mary Frances Lose, his wife
Mrs. Raymond Rau
[illegible]
T. Carroll Worthington and _____Worthington, his wife

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3. That the following non-resident defendants have been given notice by personal service on each of them of a copy of the Order of Publication in this cause as will more fully appear from the receipts signed by each of said defendants for the same heretofore filed in this case:

Kermitt L. Scharff, also known as Kermit L. Sharff
Eleanor Elizabeth Bloomquist
Alvin G. Branham and Elizabeth G. Branham, his wife
Otis L. Williams, Jr.
Mabel P. Leroy
Florence E. Lancaster, also known as E. Florence Lancaster
Charles D. Flimmer, also known as Flimmer
Edith L. Flimmer, also known as Flimmer
Betty B. Bilby
Lester Roland Moran

4. That the following non-resident defendants have been duly served by publication, and the complainant in addition thereto has made an effort to personally serve a copy of the Order of Publication issued in this case on each of said defendants at their last known address:

Henrietta Cummings
Mrs. Elizabeth Tallman
Rosalie Elliott
Phi Delta Zeta Epsilon Chapter
Jessie E. Ganoe, also known as Jessie E. Priebe
Jessie C. Rees
Annie Hauer
Mary Evelyn Dorsey
Fred A. Burke and _____ Burke, his wife, if any
John C. Bilby and Irene B. Bilby, his wife
Warren Smadbeck and Violeta Smadbeck, his wife
F. B. Jackson, also known as France B. Jackson

5. That the following defendants whose addresses are unknown have been duly served by publication:

Unknown heirs and/or devisees of Charles Calloway and Susie Calloway
Annie C. Daugherty and unknown heirs of Annie C. Daugherty
Unknown heirs of Mary Hayes
Heirs at law of Edward Hayes
Heirs at law of Magdalena B. Smith
Unknown heirs of Forrest C. Beacock and _____ Beacock, his wife

1.7

Unknown heirs, if any, of Jessie C. Rees
Unknown heirs, if any, of Mabel P. LeRoy
Unknown heirs, if any, of Annie Hauer
Unknown heirs of Edward L. Carter, if any
Unknown heirs of Mary Evelyn Dorsey, if any
Any unknown heirs of Florence E. Lancaster, also known as E. Florence Lancaster
Wesley Ruggles
D. Dudley King and Frances A. King, his wife
Henry T. Buckanan and Agnes Salem Buchanan, his wife
Joseph Abertelli and Josephine Abertelli, his wife

6. That none of the Respondents, residents and non-residents, have either appeared or answered as required by the Order of Publication in this cause, although the time for so doing has expired, as will be seen by reference to the Certificates of Publication hereto attached.

WHEREFORE your Petitioner prays that the Bill of Complaint be taken Pro Confesso against each of said Respondents.

Marvin H. Anderson
Attorney for Complainant

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate,	*	NO. 13,466 EQUITY
Plaintiff	*	IN
vs.	*	THE CIRCUIT COURT
HENRIETTA CUMMINGS, et al.,	*	FOR ANNE ARUNDEL COUNTY
Defendants	*	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Orders of Publication heretofore issued herein having been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Orders against all of 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 it further appearing that subpoenas issued out of this Court directed to the defendants, Beatrice Jones; John G. Lose and Mary Frances Lose, his wife; Mrs. Raymond Rau; and T. Carroll Worthington and _____ Worthington, 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, Charles Calloway and Susie Calloway; Frank Johnson and _____ Johnson, his wife, if any; Mary Hayes; Perry Hayes; Malcom Hayes; Eveline Carr; Magdalena B. Smith; Harry L. Schroeder and _____ Schroeder, his wife; John Rau and Raymond Rau, his son; George E. Saulsbury and Myra R. Saulsbury; William W/ Varney, also known as William Barney; Louis Jongbloet and Margaret Jongbloet, his wife; Winfred J. Bronzonie and _____ Bronzonie, his spouse; Frank H. Ziegler and F. Irvin Ziegler; J. Harvard Johnston and Mary D. Johnston; Forrest C. Beacock and _____ Beacock, his wife, if any; Edward L. Carter; Lois E. Cecil, also known as Louis E. Cecil

Patrick J. White; J. Clinton Roberts and _____ Roberts, his wife; Donald R. Roberts and Mamie Chard Roberts, his wife; and Upper Ashburton Realty Company, Inc., and Surviving Directors and Trustees of Upper Ashburton Realty Company, Inc., have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the defendants, Kermitt L. Scharff and also known as Kermit L. Sharff; Eleanor Elizabeth Bloomquist; Alvin G. Branham and Elizabeth G. Branham, his wife; Otis L. Williams, Jr., Mabel P. LeRoy; Florence E. Lancaster, also known as E. Florence Lancaster, Charles D. Flimner, also known as Flimmer, and Edith L. Flimner, also known as Flimmer; Betty B. Bilby; and Lester Roland Moran, being non-residents, have been given notice by personal service on each of them of a copy of the Order of Publication in this cause as will more fully appear from the receipts signed by each of said defendants for the same filed herein.

And it further appearing that the defendants, Henrietta Cummings; Mrs. Elizabeth Tallman; Rosalie Elliott; Phi Delta Zeta Epsilon Chapter, Jessie E. Ganoe, also known as Jessie E/ Priebe; Jessie C. Rees; Annie Hauer; Mary Evelyn Dorsey; Fred A. Burke and _____ Burke, his wife, if any; John C. Bilby and Irene B. Bilby, his wife; Warren Smadbeck and Violeta Smadbeck, his wife; and F. B. Jackson, also known as France B. Jackson, being non-residents, have been duly served by publication, and that the complainant has attempted to personally serve a copy of the Order of Publication issued in this case on each of said defendants at their respective last known addresses.

And it further appearing that the defendants, Annie C. Daugherty and the unknown heirs of Annie C. Daugherty; Unknown heirs and/or devisees of Charles Calloway and Susie Calloway;

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Unknown heirs of Mary Hayes; Heirs at Law of Edward Hayes; Heirs at Law of Magdalena B. Smith; Unknown Heirs of Forrest C. Beacock and _____ Beacock, his wife; Unknown heirs, if any, of Jessie C. Rees; Unknown heirs, if any, of Mabel P. LeRoy; Unknown heirs, if any, of Annie Hauer; Unknown heirs of Edward L. Carter, if any; Unknown heirs of Mary Evelyn Dorsey, if any; Any Unknown heirs of Florence E. Lancaster, also known as E. Florence Lancaster; Wesley Ruggles; D. Dudley King and Frances A. King, his wife; Henry T. Buchanan and Agnes Salem Buchanan, his wife; and Joseph Abertelli and Josephine Abertelli, his wife, their addresses being unknown, have been duly served by publication.

And it further appearing that all of the aforesaid defendants having been duly served by publication have failed to enter their appearance herein, in person or by solicitor, and have failed to file an answer or other defense to the bill of complaint, and the time within which the said defendants could so appear and file an answer or other defense having now expired, it is thereupon this 7th day of April, 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 the same is assessed to the said defendants and described on the books of the County Treasurer.

Matthew S. Evans
JUDGE

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1961 APR -7 PM 2:14

121

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	*	NO. 13,466 EQUITY IN THE CIRCUIT COURT
vs.	*	FOR
HENRIETTA CUMMINGS, et al	*	ANNE ARUNDEL COUNTY

* * * * * * *

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 70 to 123 of the Annotated Code of Maryland (1957 Edition).

It is thereupon this 8th day of May, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all of the rights and equities of redemption of the defendants or of anyone claiming, by, from or under them, or any of them, in and to the properties described in the Bill of Complaint and certificates of tax sale as having been sold by the Treasurer ofAnne Arundel County for the payment of taxes be and the same are hereby barred and foreclosed except as to those properties described in said Bill of Complaint and Certificates of Tax Sale which have heretofore been redeemed by or on behalf of any of said defendants and for which Orders of Satisfaction have heretofore been filed herein.

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

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1961 MAY -9 AM 10:26

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 the County Commissioners of Anne Arundel County, in fee simple.

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

5. That the plaintiff shall pay the costs of these proceedings.

Matthew S. Evans
Judge

FILED

1961 MAY -9 PM 2:28

125

LIBER 130 PAGE 130

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE F. SMITH AND BETTYJANE SMITH, HIS WIFE	:	(In Equity) No. 14,156.

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 George F. Smith and Bettyjane Smith, his wife to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 folio 162.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

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1960 DEC 29 AM 11:53

City and County Form.

LIBER 1055 PAGE 162 LIBER 130 PAGE 131

This Mortgage, Made this 20th day of August, in the year one thousand, nine hundred and fifty-six, between GEORGE F. SMITH and BETTYJANE SMITH, 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 EIGHTY-SIX HUNDRED AND 00/100ths ($8600.00) 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 six (6%) per cent per annum in the manner following:

By the payment of Sixty-one and 62/100ths ($61.62) Dollars, commencing on the first day of October, 19 56, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot 17 in Block B as shown on a plat entitled "Second Revised Plat, Bodkin Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954, in Plat Book 25, folio 12. BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto which was granted and assigned by CONDUIT, INC., to the within named Mortgagors.

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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 One Hundred Eight and 00/100ths

($108.00) 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.....$100.00..... 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:

Charles E. Williams
CHARLES E. WILLIAMS

George F. Smith (SEAL)
George F. Smith

(SEAL)

Bettyjane Smith (SEAL)
Bettyjane Smith

(SEAL)

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LIBER 1055 PAGE 165

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit: LIBER 130 PAGE 134

I HEREBY CERTIFY that on this 20th day of August, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared GEORGE F. SMITH and BETTYJANE SMITH, his wife and they

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Charles E. Williams

Charles E.Williams, Notary Public.

Rec'd for record Aug 21 1956, at 1:35 P.M.
Mailed to Callaham & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

GEORGE F. SMITH AND
BETTYJANE SMITH, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 11914
Written by pat
Approved by cgp Examiner
Ready for Record

WALTER S. CALWELL, LIBER 130 PAGE 135 ... THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

No. 14,156.

GEORGE F. SMITH AND

BETTYJANE SMITH, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **George F. Smith and Bettyjane Smith, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **20th** day of **August,** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1055** Folio **162** .

Amount of Mortgage	$8600.00
Less - amount paid on principal	299.02
	8300.98
Plus - interest to 1/18/61	232.39
	8533.37
Less - balance in expense account	161.29
	8372.08

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **27th** day of **December** in the year nineteen hundred and **sixty** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, 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 DEC 29 AM 11:53

Clara M. Link

Clara M. Link Notary Public

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LIBER 130 PAGE 136

Eq. No. 14,156.

MILITARY AFFIDAVIT

Docket 19 folio 239

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of December, 19 60 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants George F. Smith and Bettyjane Smith, 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 DEC 29 [illegible]

7

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal [illegible]ding
Baltimore 2.

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from George F. Smith and Bettyjane Smith, his wife to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1065 folio 162 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, FEBRUARY 14th, 1961 at 3:30 P.M.,

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, on near Mountain Road, Pasadena Section, and described as follows:—

Being known and designated as Lot 17 in Block B as shown on a Plat entitled "Second Revised Plat, Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate at the southwest corner of Lockwood Road and Lake Avenue, fronting on the former 115 feet, more or less, by 156 feet, more or less

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging or in anywise appertaining

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air oil fired heat, and a car port, subject to annual Ground Rent of $108.00.

No. TERMS OF SALE:—A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for 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

F-9

8

14,154

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 137

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1961

We hereby certify, that the annexed

Attorney's Sale

George F. Smith

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.

By H. Tilghman

FILED
FEB 1961
11 AM 10:15

Attorney's Bond.

1-369

LIBER 10 PAGE 500

330472

NEW AMSTERDAM CASUALTY COMPANY

LIBER 130 PAGE 138

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

No. 14,156 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

EIGHTY-FOUR HUNDRED AND 00/100 ($8400.00) - - - - - - - - - - - - - - - - - - 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 10th - - - - - - - - - - - - - - - - -

day of February - - - - - - - - - - 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 George F. Smith and Bettyjane Smith, his wife to the Baltimore Federal Savings & Loan Association,

bearing date the 20th day of August nineteen hundred and fifty-six

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1055, Folio 162, and

Lot 17 Block "B" Bodkins Plains, A. A. Co Md.

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

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

As to Surety:

M. S. Kraus

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nicholp Attorney-in-fact

Bond approved this 14th day of February, 1961
Dwight T. Cranwell, Clerk

1961 FEB 14 AM 10:22

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LIBER 130 PAGE 139

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE F. SMITH AND BETTYJANE SMITH, HIS WIFE	:	(In Equity)

No. 14,156

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 folio 162 from said George F. Smith and Bettyjane Smith, 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 14th day of February, 1961 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. 17 in Block B, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is 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

1961 FEB 17 AM 9:31

10

LIBER 130 PAGE 139 A

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 George F. Smith and Bettyjane Smith, his wife to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 folio 162 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY,
FEBRUARY 14th, 1961
at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, on near Mountain Road, Pasadena Section, and described as follows:—

Being known and designated as Lot 17 in Block B as shown on a Plat entitled "Second Revised Plat, Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate at the southwest corner of Lockwood Road and Lake Avenue, fronting on the former 115 feet, more or less, by 156 feet, more or less

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging or in anywise appertaining

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air oil fired heat, and a 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 othe assessments and public charges to be adjusted to date of sale.

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

F-9

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Six Thousand ($6,000.00) Dollars, subject to the payment of an annual ground rent of $108.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of February, 1961 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

ORDER NISI

LIBER 130 PAGE 140

WALTER S. CALWELL, Attorney Named in Mortgage

versus

GEORGE F. SMITH AND BETTYJANE SMITH, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,156 Equity

Ordered, this 18th day of February, 19 61, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of 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 $ 6,000.00

George T. Cromwell Clerk.

True Copy,
FILED 1961 Feb.17, AM 9:31

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

GEORGE F. SMITH AND BETTYJAME SMITH, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of March, 19 61 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew P. Evans
JUDGE.

FILED
1961 MAR 30 AM 9:26

12

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 141

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,156 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

GEORGE F. SMITH and BETTY JANE SMITH, his wife

Ordered, this 18th day of February, 1961, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AN CONFIRMED, unless cause to contrary thereof be shown on .. 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 $6,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,156 George F. Smith 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.

FILED

1961 MAR 29 AM 8:56

By H. Tilghman

No. M.G. 9540

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
George F. Smith
and
Bettyjane Smith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,156 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

April 13, 1961

FILED

1961 APR 17 AM 9:44

14

Dr. Walter S. Calwell, Attorney named in Mortgage vs. George F. Smith in ac.
and Bettyjane Smith, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	211	35	311	35
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	33	60		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Clara M. Link - notary fees	1	25	161	51
To Attorney for Taxes, viz: 1961 State and County taxes ($144.95)- adjusted - 1 month 14 days	18	15	18	15
To Attorney for Ground Rent, viz: Ground rent from 2/9/61 to 2/14/61 - 5 days	1	50	1	50
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,496	49	5,496	49
			6,045	00
Amount of mortgage claim filed	8,372	08		
Interest @ 6% on principal balance of $8,300.98 from 1/18/61 - 5/22/61 - 4 months 4 days	171	55		
	8,543	63		
Cr. Amount allowed above	5,496	49		
Balance subject to decree in personam	3,047	14		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961				
Feb.	14	Proceeds of Sale	6,000 00	
		Interest on deferred payment to 3/30/61	45 00	6,045 00
				6,045 00

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

George F. Smith

and

Bettyjane Smith, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,156 Equity.

LIBER 130 PAGE 145

FILED

APR 17 AM 9:44 1961

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. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d 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 24 AM 11:16

Benjamin Michaelson

Judge.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 146

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961

We hereby certify, that the annexed

Order Nisi-Aud. Acct. Eq. 14,156

George F. Smith

was published in

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,156 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
GEORGE F. SMITH and BETTY-JANE SMITH, 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

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. 20460

18

LIBER 130 PAGE 147

In the Matter of the Mortgaged	No. 14,116	Equity
Real Estate of Jerry E. Harle,		In the Circuit Court
Unmarried		for
		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

L 4589

LIBER 130 PAGE 148
BOOK 1365 PAGE 574

14,196 County

Purchase Money

This Mortgage,

made this 21st day of January in the year one thousand nine hundred and sixty, between JERRY E. HARLE of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

NINE THOUSAND DOLLARS----------($9,000.00)

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-EIGHT DOLLARS----------($88.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEGINNING for the same at an iron pipe placed at the intersection of the southernmost side of Wicklow Road and the westernmost side of Hollins Ferry Road and running thence along the southernmost side of Wicklow Road in a westerly direction 221.7 ft.; thence across the whole lot southerly parallel to Hollins Ferry Road 146 ft. to a point distant 215.5 ft. from the westernmost side of Hollins Ferry Road; thence easterly along the outlines of the whole lot 215.5 ft., more or less, to the westernmost side of Hollins Ferry Road; thence along the westernmost side of Hollins Ferry Road in a northerly direction 98 ft. to the place of beginning. Being the easternmost portion of lot No. 46 on the plat of Ferndale Farms recorded among the Plat Records of Anne Arundel County in Plat Book 12, Folio 44.

SAVING AND EXCEPTING THEREFROM those parcels conveyed by deeds recorded in Libers J.H.H. 563, folio 20 and J.H.H. 928, folio 237 to William S. Shipley and Alice Marie Shipley, his wife.

BEING the same property conveyed to the within named Mortgagor by SID'S DEPARTMENT STORE, INC., by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1961 JAN 31 AM 11:52

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; subject, however, to the restrictions set forth in deed recorded among the Land Records of Anne Arundel County in liber G.W. No. 94, folio 80.

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 himself, his 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

Jerry E. Harle ..... (SEAL)
Jerry E. Harle

..... (SEAL)

..... (SEAL)

4

5

BOOK 1365 PAGE 577 LIBER 130 PAGE 151

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 21st day of January, in the year one thousand, nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared JERRY E. HARLE, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained, and also he acknowledged the foregoing Mortgage to be his 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.

Pauline M. Bozman
Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/1/61

Rec'd for record Jan. 22, 1960 at 3:08 P.M.
Mailed to Wm. W. Townshend, Jr.

M (3)

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

MORTGAGE
FROM
JERRY E. HARLE

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 574 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber 365 No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 11.00
Charles

LIBER 130 PAGE 152

AFFIDAVIT OF NON-MILITARY SERVICE

14,196 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 31st day of January, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from Jerry E. Harle to United Federal Savings and Loan Association of Glen Burnie

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 he is 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 January, 19 61.

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew, Notary Public

My Commission will expire on:

Filed,

FILED
1961 JAN 31 PM 1:52

6.

LIBER 130 PAGE 153

In the Matter of the Mortgaged : No. 14,196 Equity
Real Estate of Jerry E. Harle, : In the Circuit Court
Unmarried : for
: Anne Arundel County
:

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Jerry E. Harle, Unmarried, to United Federal Savings and Loan Association of Glen Burnie, dated January 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1365, Folio 574.		$9,000.00
Less total amount paid on account of principal.	$272.61	
Less credit Expense Account	45.55	
	$318.16	318.16
		8,681.84
Plus interest to February 28, 1961 . . .	$130.91	
Plus interest to April 4, 1961	50.75	
	$181.66	181.66
		$8,863.50
Plus late charges		16.24
Total Mortgage Indebtedness		$8,879.74

Wm. 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 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 31 11:52

1

LIBER 130 PAGE 154

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

14,186 Equity

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Jerry E. Harle, Unmarried, dated January 21, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1365, Folio 574, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, FEBRUARY 28, 1961

at 11:00 A.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe placed at the intersection of the southernmost side of Wicklow Road and the westernmost side of Hollins Ferry Road and running thence along the southernmost side of Wicklow Road in a westerly direction 221.7 ft.; thence across the whole lot southerly parallel to Hollins Ferry Road 146 ft. to a point distant 215.5 ft. from the westernmost side of Hollins Ferry Road; thence easterly along the outlines of the whole lot 215.5 ft., more or less, to the westernmost side of Hollins Ferry Road; thence along the westernmost side of Hollins Ferry Road in a northerly direction 98 ft. to the place of beginning. Being the easternmost portion of Lot No. 46 on the plat of Ferndale Farms recorded among the Plat Records of Anne Arundel County in Plat Book 12, Folio 44. SAVE AND EXCEPTING THEREFROM, however, those parcels conveyed by deeds recorded in Libers J.H.H. 563, folio 20 and J.H.H. 928, folio 237 to William S. Shipley and Alice Marie Shipley, his wife.

BEING the same property conveyed to the within-named Mortgagor by SID'S DEPARTMENT STORE, INC., by deed dated January 21, 1960 and recorded among the Land Records of Anne Arundel Co. in Liber G.T.C. 1365, Folio 572.

The above described property is improved by a two story frame dwelling with modern conveniences and known as 200 Hollins Ferry Road, Ferndale (on the corner of Hollins Ferry Road and Wicklow Road).

FILED

1961 JAN 31 AM 11:52

δ

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

Maryland Gazette Press

Thursday, February 2, 9, 16 and 23rd, 1961

9

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 10 PAGE 509

No. 14,196 Equity

BOND NO. 330587

LIBER 130 PAGE 156

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINETY-FIVE HUNDRED AND 00/100 ($9500.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 23rd day of February, 1961.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Jerry E. Harle to the United Federal Savings and Loan Association, bearing date on or about the 22nd day of January, 1960, 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 debt 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 premisss, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

William A. Weech

William W. Townshend Jr. (SEAL)

Witness as to Surety:

M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech
William A. Weech - Attorney-in-Fact

FILED

1961 FEB 24 AM 10:23

Bond approved this 24th day of February, 1961

George T. Cromwell, Clerk

10

WILLIAM W. TOWNSHEND, JR.
Attorney
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 Jerry E. Harle, Unmarried, dated January 21, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1365, Folio 574, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Feb. 28, 1961

at 11:00 A. M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe placed at the intersection of the southernmost side of Wicklow Road and the westernmost side of Hollins Ferry Road and running thence along the southernmost side of Wicklow Road in a westerly direction 221.7 ft.; thence across the whole lot southerly parallel to Hollins Ferry Road 146 ft. to a point distant 215.5 ft. from the westernmost side of Hollins Ferry Road; thence easterly along the outlines of the whole lot 215.5 ft., more or less, to the westernmost side of Hollins Ferry Road; thence along the westernmost side of Hollins Ferry Road in a northerly direction 98 ft. to the place of beginning. Being the easternmost portion of Lot No. 46 on the plat of Ferndale Farms recorded among the Plat Records of Anne Arundel County in Plat Book 12, Folio 44. SAVE AND EXCEPTING THEREFROM, however, those parcels conveyed by deeds recorded in Libers J.H.H. 563, folio 20 and J.H.H. 928, folio 237 to William S. Shipley and Alice Marie Shipley, his wife.

BEING the same property conveyed to the within-named Mortgager by SID'S DEPARTMENT STORE, INC., by deed dated January 21, 1960 and recorded among the Land Records of Anne Arundel Co. in Liber G.T.C. 1365, Folio 572.

The above described property is improved by a two story frame dwelling with modern conveniences and known as 200 Hollins Ferry Road, Ferndale (on the corner of Hollins Ferry Road and Wicklow Road).

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

For further particulars, apply to:

William W. Townshend, Jr.
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland

Robert H. Campbell
Auctioneer

F-23

14,196

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 157

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1961

We hereby certify, that the annexed Attorney's Sale

Jerry E. Harle

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

THE CAPITAL-GAZETTE PRESS, INC.

1961
FEB 28 11 4 03

By H. Titghman

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

WILLIAM W. TOWNSHEND, Jr., Attorney
Townsworth Building, South Street
Annapolis, Maryland LIBER 130 PAGE 158

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Jerry E. Harle, Unmarried, dated January 21, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1365, Folio 574, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Feb. 28, 1961

At 11:00 A.M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe placed at the intersection of the southernmost side of Wicklow Road and the westernmost side of Hollins Ferry Road and running thence along the southernmost side of Wicklow Road in a westerly direction 221.7 ft.; thence across the whole lot southerly parallel to Hollins Ferry Road 146 ft. to a point distant 215.5 ft. from the westernmost side of Hollins Ferry Road; thence easterly along the outlines of the whole lot 215.5 ft., more or less, to the westernmost side of Hollins Ferry Road in a northerly direction 98 ft. to the place of beginning. Being the easternmost portion of Lot No. 46 on the plat of Ferndale Farms recorded among the Plat Records of Anne Arundel County in Plat Book 12, Folio 44. SAVE AND EXCEPTING THEREFROM, however, those parcels conveyed by deeds recorded in Libers J.H.H. 563, folio 20 and J.H.H. 928, folio 237 to William S. Shipley and Alice Marie Shipley, his wife.

BEING the same property conveyed to the within-named Mortgagor by SID'S DEPARTMENT STORE. INC., by deed dated January 21, 1960 and recorded among the Land Records of Anne Arundel Co. in Liber G.T.C. 1365, Folio 572.

The above-described property is improved by a two story frame dwelling with modern conveniences and known as 200 Hollins Ferry Road, Ferndale (on the corner of Hollins Ferry Road and Wicklow Road).

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1961 MAR -6 PM 1:06

LIBER 130 PAGE 159

Annapolis, Maryland
February 28, 1961

I hereby certify that I have this twenty-eighth day of February, 1961, sold 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 FIVE HUNDRED DOLLARS ($9,500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-eighth day of February, 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of NINE THOUSAND FIVE HUNDRED DOLLARS ($9,500.00) and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By: _____ (SEAL)
Wilmer M. Johnson, President

13

LIBER 130 PAGE 160

In the Matter of the	: No. 14,196	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Jerry E. Harle, Unmarried	:	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 Jerry E. Harle, Unmarried, dated January 21, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1365, Folio 574, 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, February 28, 1961, at 11:00 A.M., and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie, a body corporate, at and for the sum of NINE THOUSAND FIVE HUNDRED DOLLARS ($9,500.00) being at that figure the highest bidder therefor, said property described as follows:

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

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1961 MAR -6 PM 1:02

14

BEGINNING for the same at an iron pipe placed at the intersection of the southernmost side of Wicklow Road and the westernmost side of Hollins Ferry Road and running thence along the southernmost side of Wicklow Road in a westerly direction 221.7 ft.; thence across the whole lot southerly parallel to Hollins Ferry Road 146 ft. to a point distant 215.5 ft. from the westernmost side of Hollins Ferry Road; thence easterly along the outlines of the whole lot 215.5 ft., more or less, to the westernmost side of Hollins Ferry Road in a northerly direction 98 ft. to the place of beginning. Being the easternmost portion of Lot No. 46 on the plat of Ferndale Farms recorded among the Plat Records of Anne Arundel County in Plat Book 12, Folio 44. SAVE AND EXCEPTING THEREFROM, however, those parcels conveyed by deeds recorded in Libers J.H.H. 563, folio 20 and J.H.H. 928, folio 237 to William S. Shipley and Alice Marie Shipley, his wife.

BEING the same property conveyed to the within-named Mortgagor by SID'S DEPARTMENT STORE, INC., by deed dated January 21, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1365, Folio 572.

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

Respectfully submitted,

/s/ William W. Townshend

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of March, 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.

/s/ Dorothy P. McNew

Dorothy P. McNew, Notary Public

ORDER NISI

LIBER 130 PAGE 162

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JERRY E. HARLE, Unmarried

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,196 Equity

Ordered, this 6th day of March, 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 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.

The report states that the amount of sale was $ 9,500.00

FILED 1961 MAR 6 PM 1:02

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JERRY E. HARLE, Unmarried

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 12th day of April, 19 61 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1961 APR 12 PM 2:44

D. Boone Dunnett

JUDGE.

15

OFFIC~ OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 163

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,196 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JERRY E. HARLE, Unmarried

Ordered, this 6th day of March, 1961, 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 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.

The report states that the amount of sale was $9,500.00

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 Sale Eq. 14.196

Jerry E. Harle

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 1961. The first insertion being made the 9th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 1991 ~~1961~~ APR -3 PM 2:56

LIBER 130 PAGE 164

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~xx~~
Jerry E. Harle,
unmarried

In the

Circuit Court

For

Anne Arundel County

No. 14,196 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. Jobling
Auditor.

April 17, 1961

FILED

1961 APR 18 AM 10:38

Dr. In the Matter of the Mortgaged Real Estate of Jerry E. Harle, Unmarried in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	315	00	415	00
To Attorney for Court Costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	82	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	16	33		
New Amsterdam Casualty Co.-bond premium	38	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	10	45		
Dorothy P. McNew - notary fees	1	50	225	75
Attorney for Taxes, viz: 1961 State and County taxes ($178.75)- 2 months	29	50	29	50
To Attorney for Benefit Charges, viz: Metered water to 2/28/61	91	30	91	30
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	8,686	95	8,686	95
			9,500	00
Amount of mortgage claim filed	8,879	74		
Interest on principal balance of $8,681.84 @ 6% from 4/4/61 to 5/22/61 - 1 month 18 days	68	46		
	8,948	20		
Cr. Amount allowed above	8,686	95		
Balance subject to decree in personam	261	25		

19

with

Cr.

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

1961				
Feb.	28	Proceeds of Sale	9,500 00	9,500 00
				9,500 00

ORDER NISI

In the Matter of the Mortgaged Real Estate of VERSUS

Jerry E. Harle,

Unmarried

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,196 Equity.

LIBER 130 PAGE 167

ORDERED, This 18th 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.

FILED
1961 APR 18 AM 10:38

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d 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 24 AM 11:16

/s/ Benjamin Michaelson
Judge.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 168

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961

We hereby certify, that the annexed

Order Nisi - Circuit Court Equity 14,196

Jerry E. Harle

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

Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,196 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JERRY E. HARLE, Unmarried

Ordered, this 18th 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 therebf 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:
CEORGE T. CROMWELL, Clerk
M-4

No. M. G. 20457

22

JOHN B. WRIGHT
12 Church Circle
Annapolis, Maryland

Plaintiff

v.

: IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

: NO. 14,072 EQUITY

RALPH L. HUNTER and DOROTHY HUNTER, his wife
Quarters 401 B
Governor's Isle
New York City, New York

And any and all persons having or claiming to have any interest in the real estate located in the Second Election District described as Lots 48 and 49, Section F, Annapolis Roads, as shown in Plat Book 23, folio 10, more particularly described in G. T. C. 946, folio 284,

BERTHA I. CROSS
3636 Southwest 2nd Street
Miami 35, Florida

And any and all persons having or claiming to have any interest in the real estate located in the Second Election District described as Lot 18 and the northern one-half of Lot 19, Block 11, Epping Forest, Section A, as shown in Plat Book 1, folio 39, more particularly described in F. S. R. 6, folio 45,

WILLIAM H. CHISM
c/o Mrs. V. R. Chism
1016 22nd Street, N. W.
Washington 7, D. C.

And any and all persons having or claiming to have any interest in the real estate located in the Second Election District designated as Lot 49, Block U-4, Southaven, Section 1, as shown in Plat Book 10, folio 14, more particularly described in F. S. R. 189, folio 15,

MAGOTHY HOLDING CORPORATION
c/o George W. Baker, Jr., Resident Agent
1214 Mercantile Trust Building
Baltimore 2, Maryland

And any and all persons having or claiming to have any interest in the real estate located in the Third Election District described as Lot 21, Block GG, Cape St. Claire, Plat 4, as shown in Plat Book 21, folio 47, more particularly described in G. T. C. 1089, folio 537.

Defendants

BILL OF COMPLAINT TO FORECLOSE
EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 NOV -1 AM 11:25

The plaintiff, complaining, says:

1. He brings this action for the purpose of foreclosing the rights of redemption in and to the property hereinafter set forth under and by virtue of Sections 70 to 116, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 13, 1959, the plaintiff, at the regular annual tax sale, purchased from Edward M. Dunn, Jr., 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 the said Collector of Taxes, to the following parcels of real estate located in Anne Arundel County:

Certificate No.	Lots Nos.
3017	48 and 49, Section F, Annapolis Roads
3018	18 and northern half of 19, Block 11, Epping Forest
3019	49, Block U-4, Section 1, Southaven
3021	21, Block GG, Cape St. Claire, Plat 4

3. That said certificates hereinabove set forth described the aforesaid sales to the plaintiff and are attached hereto as exhibits which are prayed to be taken as a part hereof.

4. That a diligent and careful search of the Land Records of Anne Arundel County, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals that the named defendants are the owners of parcels described following their names in the initial caption to this bill of complaint by virtue of conveyances with the specified recording references.

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

6. That the plaintiff purchased all of the real estate herein mentioned at the tax sale held on October 13, 1959, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due; and the plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

Certificate No.	Bid	Price Paid
3017	$512.00	$50.59
3018	175.00	40.13
3019	23.24	23.24
3021	135.00	30.57

7. That the amounts necessary for redemption of each of the aforesaid certificates are as follows:

Certificate No.	Amount Due
3017	$50.59
3018	40.13
3019	23.24
3021	30.57

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

TO THE END, THEREFORE, THE PLAINTIFF PRAYS:

A. 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.

B. 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.

C. That this Court enter a final decree foreclosing all rights of redemption of the defendants and all persons having or claiming to have

any interest in the hereinabove described property.

D. That the final decree herein provide that the Treasurer for Anne Arundel County execute to the plaintiff, or his assigns, a deed to the properties herein involved vesting a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to the date of said decree.

E. 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.

John B. Wright

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 31st day of October, 1960, personally appeared John B. Wright, plaintiff in the foregoing action, and he made oath in due form of law the matters and facts set forth in the foregoing Bill of Complaint to Foreclose Equities of Redemption are true.

As Witness my hand and Notarial Seal.

BARBARA L. LEE NOTARY PUBLIC ANNE ARUNDEL COUNTY

Barbara L. Lee

Barbara L. Lee
Notary Public

No. 3017 CERTIFICATE OF TAX SALE

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 John Wright at public auction for the sum of 512 Dollars and 00 Cents, of which 50.59 Dollars has been paid as a deposit on the property in Dist. 2 described as Lots 48-49 Sec. F. G.T.C. 946-284 as shown on the plat of Annapolis Roads

and assessed to Ralph L. & D. Hunter

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 Nov. 1, 1961

FILED
1960 NOV -1 AM 11:25

5

LIBER 130 PAGE 174

No. 3018 CERTIFICATE OF TAX SALE

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 John Wright at public auction for the sum of 175 Dollars and 00 Cents, of which 40.13 Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 18 & N. Half of 19 Blk. 11 as shown on the plat of Epping Forest

and assessed to Bertha L. Cross

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 1962, 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 NOV -1 AM 11:25

6

No. 3019 CERTIFICATE OF TAX SALE

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 John Wright at public auction for the sum of 23 Dollars and 24 Cents, of which 22.24 Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 49 Blk. U 4 Sec. 1 Plat 3, as shown on the plat of South Haven

and assessed to William H. Chism

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 13th 1961, 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 October 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,

[illegible]
Notary Public.

My Commission Expires Nov. 1, 1961

FILED
1960 NOV -1 AM 11:25

1

LIBER 130 PAGE 176

No. 3021 CERTIFICATE OF TAX SALE

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 John Wright at public auction for the sum of 135 Dollars and 00 Cents, of which 30.57 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 21 Blk. H. H. Plat 4 H.T.C. 1089-537 as shown on the plat of Cape St. Claire

and assessed to Magothy Holding Corp.

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. Lawson
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 NOV -1 AM 11:25

8

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

JOHN B. WRIGHT 12 Church Circle Annapolis, Maryland	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
v.	:	NO. 14072 EQUITY

RALPH L. HUNTER and DOROTHY HUNTER, his wife
Quarters 401 B
Governor's Isle
New York City, New York

BERTHA I. CROSS
3636 Southwest 2nd Street
Miami 35, Florida

WILLIAM H. CHISM
c/o Mrs. V. R. Chism
1016 22nd Street, N. W.
Washington 7, D. C.

MAGOTHY HOLDING CORPORATION
c/o George W. Baker, Jr., Resident Agent
1214 Mercantile Trust Building
Baltimore 2, Maryland

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:

(1) Second District: Lots Nos. 48 and 49, Section F, Annapolis Roads, as shown in Plat Book 23, folio 10, more particularly described in G. T. C. 946, folio 284. Tax Sale Certificate No. 3017.

(2) Second District: Lot 18 and the northern one-half of Lot 19, Block 11, Epping Forest, Section A, as shown in Plat Book 1, folio 39, more particularly described in F. S. R. 6, folio 45. Tax Sale Certificate No. 3018.

(3) Second District: Lot 49, Block U-4, Southaven, Section 1, as shown in Plat Book 10, folio 14, more particularly described in F. S. R. 189, folio 15. Tax Sale Certificate No. 3019.

(4) Third District: Lot 21, Block GG, Cape St. Claire, Plat 4, as shown in Plat Book 21, folio 47, more particularly described in G. T. C. 1089, folio 537. Tax Sale Certificate No. 3021.

All as substantially described in Certificates of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to JOHN B. WRIGHT, Plaintiff, on October 13, 1959.

Defendants

1960 NOV -1 AM 11:23

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 13th day of October, 1959, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to John B. Wright, Plaintiff in this proceeding, for taxes due and in arrears, by the aforementioned Tax Sale Certificates.

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 13, 1959.

It is thereupon this 1st day of November, 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 6th day of January, 1961, next, warning the said Ralph L. Hunter and Dorothy Hunter, his wife, Bertha I. Cross, William H. Chism and Magothy Holding Corporation, their unknown heirs, alienees, devisees and assignees of the foregoing, and any and all persons having or claiming to have any interest in the ~~above~~ mentioned property and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 6th 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, John B.

10

Wright, or his assigns, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

LIBER 130 PAGE 180

JOHN B. WRIGHT 12 Church Circle Annapolis, Maryland	:	IN THE
Plaintiff	:	
v.	:	
RALPH L. HUNTER and DOROTHY HUNTER, his wife Quarters 401 B Governor's Isle New York City, New York	:	CIRCUIT COURT FOR
BERTHA I. CROSS 3636 Southwest 2nd Street Miami 35, Florida	:	ANNE ARUNDEL COUNTY
WILLIAM H. CHISM c/o Mrs. V. R. Chism 1016 22nd Street, N. W. Washington 7, D. C.	:	
Defendants	:	NO. 14,072 EQUITY

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

NOTICE TO THE FOUR
NONRESIDENT DEFENDANTS

In accordance with Rule 105e. of the Maryland Rules of Procedure, you are hereby furnished a copy of the enclosed published notice of the Order of Publication and notified that the captioned lawsuit has been filed against you to foreclose all equities of redemption concerning the property described in the said published notice and Order of Publication dated November 1, 1960. If you do not enter appearance in this Court on or before January 6, 1961 and redeem said property and answer this bill of complaint, a final decree will be passed foreclosing all rights of redemption in said property and vesting title in the named plaintiff.

John B. Wright
Plaintiff

1960 NOV 18 PM 3:25

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12

No. 65060

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. William H. Chism
STREET AND NO.
c/o Mrs. V. R. Chism
1016 22nd Street, N. W.
CITY AND STATE
Washington 7, D. C.

If you want a return receipt, check which
☑ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
ANNAPOLIS NOV 18 1960 MD.

POD Form 3800
Jul 1957

SEE OTHER SIDE

No. 65061

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. Bertha I. Cross
STREET AND NO.
3636 Southwest 2nd Street
CITY AND STATE
Miami 35, Florida

If you want a return receipt, check which
☑ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
ANNAPOLIS NOV 18 1960 MD.

POD Form 3800
Jul 1957

SEE OTHER SIDE

No. 65062

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. Dorothy Hunter
STREET AND NO.
Qtrs. 401 B, Governor's Isle
CITY AND STATE
New York City, New York

If you want a return receipt, check which
☑ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
ANNAPOLIS NOV 18 1960

POD Form 3800
Jul 1957

SEE OTHER SIDE

No. 65063

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. Ralph L. Hunter
STREET AND NO.
Qtrs. 401 B, Governor's Isle
CITY AND STATE
New York City, New York

If you want a return receipt, check which
☑ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
ANNAPOLIS NOV 18 1960 MD.

POD Form 3800
Jul 1957

SEE OTHER SIDE

3 PM 3:2

JOHN B. WRIGHT	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
RALPH L. HUNTER et al	:	
Defendants	:	NO. 14,072 EQUITY

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

AFFIDAVIT OF MAILING PUBLISHED NOTICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 18th day of November, 1960, before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared John B. Wright, the plaintiff in this cause, and he made oath in due form of law that, in accordance with Rules 5 aa. and 105 e. and the annexed Receipts for Certified Mail, he mailed by certified mail, return receipt requested, a copy of the attached Notice to the Four Nonresident Defendants and a copy of the published Order of Publication dated November 1, 1960 in this cause to each of the four named nonresident defendants at their respective last known addresses as shown in the current real estate tax records of this county.

As witness the hand and seal of said affiant.

John B. Wright
John B. Wright
Plaintiff

As witness my hand and notarial seal.

Barbara L. Lee
Barbara L. Lee
Notary Public

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 NOV 18 PM 3:25

13

Legal Notice

COUNTY

NO. 14,072 EQUITY

JOHN B. WRIGHT
12 Church Circle, Annapolis, Maryland

Plaintiff

versus

RALPH L. HUNTER and DOROTHY HUNTER, his wife
Quarters 401 B, Governor's Isle, New York City, New York

BERTHA I. CROSS
3636 Southwest 2nd Street, Miami, 35, Florida

WILLIAM H. CHISM
c-o Mrs. V. R. Chism, 1016 22nd Street, N.W., Washington 7, D.C.

MAGOTHY HOLDING CORPORation, c-of George W. Baker, Jr., Resident Agent, 1214 Mercantile Trust Building Baltimore 2, Maryland

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:

(1) Second District: Lots Nos. 48 and 49, Section F, Annapolis Roads, as shown in Plat Book 23, folio 10, more particularly described in G.T.C. 946, folio 284. Tax Sale Certificate No. 3017.

(2) Second District: Lot 18 and the northern one-half of Lot 19, Block 11, Epping Forest, Section A, as shown in Plat Book 1, folio 39, more particularly described in F.S.R. 6, folio 45. Tax Sale Certificate No. 3018.

(3) Second District: Lot 49, Block U-4, Southaven, Section 1, as shown in Plat Book 10, folio 14, more particularly described in F.S.R. 189, folio 15. Tax Sale Certificate No. 3019.

(4) Third District: Lot 21, Block GG, Cape St. Claire, Plat 4, as shown in Plat Book 21, folio 47, more particularly described in G.T.C. 1089, folio 537. Tax Sale Certificate No. 3021.

All as substantially described in Certificates of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to JOHN B. WRIGHT, Plaintiff, on October 13, 1959.

Defendants

No. 1

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 described property located in Anne Arundel County, and sold on the 13th day of October, 1959, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to John B. Wright, Plaintiff in this proceeding, for taxes due and in arrears, by the aforementioned Tax Sale Certificates.

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 13, 1959.

It is thereupon this 1st day of November, 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

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 183

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1960

We hereby certify, that the annexed Order of Publication Eq. 14,072, Property Ralph L. Hunter

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 January, 1961. The first insertion being made the 5th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

DEC -6 PM 1:1

By H. Tilghman

newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, before the 6th day of January, 1961, next, warning the said Ralph L. Hunter and Dorothy Hunter, his wife, Bertha I. Cross, William H. Chism and Magothy Holding Corporation, their unknown heirs, alienees, devisees and assignees of the foregoing, and any and all persons having or claiming to have any interest in the above mentioned property and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 6th 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, John B. Wright, or his assigns, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy TEST:

GEORGE T. CROMWELL, Clerk

N-26,

LIBER 130 PAGE 184

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 7th day of January, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, John B. Wright,

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 is not able to determine whether any of the respondents in No. 14,072 Equity are now in the military service of the United States of America, but to the best of his knowledge and belief none of said respondents are in such service, and that the property referred to herein consists of vacant lots and not occupied or used by said respondents or their dependents either at the time of the tax sale herein or during the pendency of this suit.

~~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 7th day of January, 1961.

Notarial Seal

Charlotte C. [illegible]
Notary Public.

My Commission will expire on: May 1, 1961

Filed,

1961 JAN -7 AM 11:10

15

LIBER 130 PAGE 186

JOHN B. WRIGHT	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
RALPH L. HUNTER et al	:	
Defendants	:	NO. 14,072 EQUITY

: :

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the plaintiff respectfully states that the resident defendant Corporation was duly served and the nonresident defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired.

Wherefore your petitioner prays that the Bill of Complaint be taken by decree pro confesso against the said defendants.

John B. Wright
John B. Wright
Plaintiff

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the resident defendant corporation has been duly served, that the nonresident defendants were duly notified by Order of Publication and mailing to their last known residence addresses appearing in the county tax records and that all of the defendants have failed to appear either in person or by solicitor and answer the bill of complaint filed against them,

It is ADJUDGED, ORDERED and DECREED this 9th day of January, 1961, by the Circuit Court for Anne Arundel County, in Equity, that the said bill of complaint be, and the same is hereby, taken pro confesso against the said defendants.

1961 JAN -9 PM 3:10

O. Bowie Duckett
Judge

16

JOHN B. WRIGHT	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	
RALPH L. HUNTER et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 14,072 EQUITY

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

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same having been completed in compliance with the provisions of law.

It is thereupon this 10th day of February, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the defendants, Ralph L. Hunter, Dorothy Hunter, Bertha I. Cross, William H. Chism and Magothy Holding Corporation, or of anyone claiming by, from or under them, or any of them, in and to the property described in the bill of complaint and certificates of tax sale as having been sold by the Treasurer of Anne Arundel County for the nonpayment 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 descents of the property occurring prior to this decree, and encumbrances 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, John B. Wright and his assigns.

3. That, upon payment of the balances due, if any, on the purchase prices of said property, together with all taxes, interest and penalties thereon

FILED
1961 FEB 10 AM 10:38

accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the plaintiff and his spouse.

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

5. That the plaintiff shall pay the costs of these proceedings.

Matthew S. Evans
Judge

LIBER 130 PAGE 189

BERNARD CRIST Arnold, Maryland	:	NO. 13486 EQUITY
GERTRUDE CRIST KATOWSKI 506 South Rose Street Baltimore, Maryland	:	
JOSEPH CRIST Severn Heights Severna Park, Maryland	:	IN THE
EDWARD CRIST Box 390 A, Route No. 2 Arnold, Maryland	:	
MARGARET CRIST OSTROWSKI Box 291, Route No. 2 Arnold, Maryland	:	CIRCUIT COURT
WILLIAM CRIST 120 Broadway Centerville, Maryland	:	
VS.		
	:	FOR
ADAM CRIST Route 2 Mago Vista Road Arnold, Maryland	:	
JAMES CRIST Belvedere Beach Arnold, Maryland	:	ANNE ARUNDEL COUNTY

: : : : : : : :

1959 FEB 11 PM 10:23

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That the plaintiffs, Bernard Crist, Gertrude Crist Katowski, Joseph Crist, Edward Crist, Margaret Crist Ostrowski, and William Crist, and the defendants, Adam Crist and James Crist, all of whom are adult citizens and residents of the State of Maryland, are equal co-owners, as joint tenants, of certain fee simple real estate situated in

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

the Third Election District of Anne Arundel County, Maryland, by virtue of a deed to them from Louis M. Strauss, Trustee, dated June 6, 1942, and recorded among the Land Records of said county in Liber J.H.H. No. 274, folio 91. A certified copy of said deed, marked "Plaintiffs' Exhibit A," is filed herewith and prayed to be taken as part hereof.

SECOND: That the property hereinabove mentioned and conveyed by said deed to the parties hereto consists of two adjacent parcels of land, more particularly described as follows:

A. Parcel No. 1, estimated to contain thirty acres of land, more or less, is situated on the county road leading from Broad Neck to Jones Station and is all that portion of the two parcels of land described in a deed from Charles F. Saffield, et al., to Sarah Saffield, dated November 22, 1875, and recorded among said Land Records in Liber S.H. No. 10, folio 72, which is on the westernmost side of said county road.

Saving and excepting therefrom all that portion thereof which was conveyed by the parties hereto to Louis M. Strauss, Trustee, by deed dated February 20, 1947, and recorded among said Land Records in Liber J.H.H. No. 461, folio 3, and immediately reconveyed by said trustee to Adam Crist and wife; and saving and excepting also all that lot or parcel conveyed by the parties hereto to Louis M. Strauss, Trustee, by deed dated August 21, 1948, and recorded among said Land Records in Liber J.H.H. No. 486, folio 446, and immediately reconveyed by said trustee to Margaret Crist Ostrowski and husband.

B. Parcel No. 2, containing twenty and one-half acres, more or less, as laid down on a plat thereof made by W. C. Monroe, Civil Engineer, in February, 1921, and described by him thusly:

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Beginning for the same at a stake planted in a marsh and in a fence corner, the said stake being a common boundary between the properties of James Krest, Charles H. Parker and Ferdinand Frederick, and also at the westernmost corner of the property conveyed by Severn Arnold to said James Krest, Sept. 5, 1908, recorded in the Land Records of Anne Arundel County in Liber G.W. No. 51, folio 365, etc., and running from thence with the divisional line between the properties of the said Krest and Parker, south 86 degrees 35 minutes east 312.8 feet to a chestnut tree, thence north 36 degrees 30 minutes east 889 feet, thence leaving the said divisional line and running down a ravine and branch north 65 degrees 55 minutes west 172.3 feet; north 45 degrees 23 minutes west 253.1 feet; north 66 degrees 25 minutes west 301.2 feet; north 45 degrees 40 minutes west 276.9 feet; north 86 degrees 4 minutes west 292.25 feet to a maple tree, thence still with a marsh south 5 degrees 3 minutes 411.9 east feet to a large chestnut tree, standing on the side of a hill, thence following the said hill side to and with the aforesaid marsh south 5 degrees 3 minutes east 872.7 feet to a stake on the hill side and in an old fence line between the properties of the said Parker and Frederick, thence with the said fence line north 89 degrees 13 minutes east 147.7 feet to the beginning.

THIRD: Said property is improved by a two-story farm house without plumbing or central heating.

FOURTH: That the plaintiffs Joseph Crist and William Crist and the defendant Adam Crist are equal co-owners, as joint tenants, of a third parcel of land situated on the Ritchie Highway in the Third Election District of said county by virtue of a deed to them from Louis M. Strauss, Trustee, dated June 6, 1942, and recorded among said Land Records in Liber J.H.H. No. 274, folio 92. A certified copy of said deed, marked "Plaintiffs' Exhibit B," is filed herewith and prayed to be taken as part hereof.

FIFTH: Said third parcel which is improved with a one-story garage building of block construction is more particularly described as follows:

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Being part or portion of the land described in a deed from Andrew Jackson and wife to Lottie Jackson and husband dated October 5, 1912, and recorded among said Land Records in Liber G. W. No. 92, folio 272; and more particularly, being that portion thereof which now lies on the east side of the Governor Ritchie Highway and having a frontage on the north-bound lane thereof as shown on a plat filed with the State Roads Commission in connection with the construction of said highway.

SIXTH: That as reference to Plaintiffs' Exhibits A and B will disclose, the grantor, Louis M. Strauss, Trustee, acquired title to the properties therein described by deed from James Krest, also known as James Krist and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, dated June 6, 1942, and recorded among said Land Records in Liber J.H.H. 274, folio 88. A certified copy of said deed, marked "Plaintiffs' Exhibit C," is filed herewith and prayed to be taken as part hereof. The said James Krest, also known as James Krist and James Crist, was the father of the parties hereto.

SEVENTH: That as reference to Plaintiffs' Exhibit C will disclose, the habendum clause thereof provided that the said Louis M. Strauss, Trustee, was to reconvey the three parcels of land therein described, which are the subjects of these proceedings, to the parties hereto without specifying the extent or the nature of the interest each party was intended to receive. That although said deed appears to indicate an intention that all of the parties hereto were to receive an interest in all three parcels of land, it was actually the intent of the grantors and the understanding of the trustee and the parties hereto that the parcels firstly and secondly described therein were to be conveyed to all of the parties hereto as joint

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

tenants and that the parcel thirdly described therein was to be conveyed only to the said Joseph Crist, William Crist, and Adam Crist as joint tenants, as was actually done by said trustee.

EIGHTH: That the plaintiffs desire a partition of the two parcels of land mentioned and described in Paragraphs One, Two, and Three hereof; and the plaintiffs Joseph Crist and William Crist desire a partition of the parcel of land mentioned and described in Paragraphs Four and Five hereof; that none of said properties is susceptible of division in kind without loss or injury to the respective co-owners thereof; wherefore, your orators are advised and believe that it would be to the best interests of all concerned to partition the same by sale and division of the proceeds in accordance with Article 16, Section 154, of the Annotated Code of Maryland (1957 Edition).

NINTH: That since the available descriptions of said properties are vague, indefinite, and inadequate, your orators are advised and believe that a survey of said parcels will be necessary before such partition sale can be made.

TO THE END, THEREFORE:

A. That pursuant to Article 16, Section 154, of the Annotated Code of Maryland, a decree may be passed herein appointing a trustee or trustees to make partition sales of the aforementioned properties after causing the same to be surveyed and thereafter to distribute the net proceeds arising from such sales among the parties hereto in accordance with their respective interests.

B. And for such other and further relief as the nature of their cause may require.

AND AS IN DUTY BOUND, ETC.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 130 PAGE 194

Bernard Crist
Bernard Crist

Gertrude Crist Katowski
Gertrude Crist Katowski

Joseph Crist
Joseph Crist

Edward Crist
Edward Crist

Margaret Crist Ostrowski
Margaret Crist Ostrowski

William Crist
William Crist
Plaintiffs

Theodore G. Bloom
Theodore G. Bloom

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitors for Plaintiffs

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

J. H.H. #274.

(NO STAMPS REQUIRED)

THIS DEED, Made this 6th day of June, 1942, by Louis M. Strauss, Trustee, Party of the FIRST PART, and BERNARD CRIST, GERTRUDE CRIST, JOSEPH CRIST, EDWARD CRIST, ADAM CRIST, MARGARET CRIST, JAMES CRIST, and WILLIAM CRIST, Parties of the second part.

WITNESSETH, that for and in consideration of the sum of One Dollar and in execution of the trust and confidence reposed in him, Louis M. Strauss, Trustee, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County simultaneously with these presents, the said Louis M. Strauss, Trustee, does by these presents grant and convey unto the said Bernard Crist, Gertrude Crist, Joseph Crist, Edward Crist, Adam Crist, Margaret Crist, James Crist and William Crist, as joint tenants and not as tenants in common, meaning thereby, that upon the death of any of the said Grantees herein, the said property entitled thereto is vested immediately in the survivors in fee simple, the following property:

1. All that lot of ground situate in the Third Election District of Anne Arundel County on the road leading from Broad Neck to Jones Station on the Short Line Railroad, namely:

ALL that tract of land lying on the aforesaid public road and bounded on the one side by the property of Dr. Zachariah D. Ridout, of which the said James Krist is now tenant, and on the other side by the property now belonging to Miss Mary B. Van Wyck, formerly belonging to William Wilson, and on the other side by the property of Mrs Elvira Cox formerly known as the Hoye farm, and on the other side by the aforesaid public road, by which it is separated from the rest of the tract of land of which it is a part; the property hereby conveyed being estimated to contain thirty acres of land, more or less; the same being a part of the tract of land of sixty-five and three fourths acres known as "Water's Security", which is described by metes and bounds, courses and distances in a deed thereof from Charles S. Saffield and others to Sarah Saffield, recorded in the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 72, etc.

BEING the same property which was conveyed to Louis M. Strauss, Trustee, by James Krest, also known as James Krist and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

2. All that tract of land situate in the Third Election District of Anne Arundel County near Magothy River, which is laid down on a plat thereof made by W. C.Munroe, Civil Engineer, in February 1921, and described as follows in a survey thereof made by said W. C. Munroe, viz:

BEGINNING for the same at a stake planted in a marsh and in a fence corner, the said stake being a common boundary between the properties of James Krest, Charles H. Parker and Ferdinand Frederick, and also at the westernmost corner of the property conveyed by Severn Arnold to said James Krest, Sept. 5, 1908, recorded in the Land Records of Anne Arundel County in Liber G. W. No. 61, folio 365,etc., and running from thence with the divisional line between the properties of the said Krest and Parker, south 86 degrees 35 minutes east 312.8 feet to a chestnut tree, thence north 36 degrees 30 minutes east 889 feet, thence leaving the said divisional line and running down a ravine and branch north 65 degrees 55 minutes west 172.3 feet; thence north 45 degrees 23 minutes west 253.1 feet; north 66 degrees 25 minutes west 301.2 feet; north 45 degrees 40 minutes west 276.9 feet; north 86 degrees 4 minutes west 292.25 feet to a maple tree, thence still with a marsh south 5 degrees 3 minutes 411.9 feet to a large chestnut tree, standing on the side of a hill, thence following the said hill side to and with the aforesaid, marsh south 5 degrees 3 minutes east 872.7 feet to a stake on the hill side and in an old fence line between the properties of the said Parker and Frederick, thence with the said fence line north 89 degrees

and delivered to Louis M. Strauss March 20, 1943.

Plaintiff's Exhibit No. ____

No. ____ Equity

13 minutes east 147.7 feet to the beginning, containing 20½ acres of land, more or less.

Being the same property which was conveyed to Louis M. Strauss, Trustee, by James Krest, also known as James Krist and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, deed of even date herewith, and intended tobe recorded among the Land Records of Anne Arundel County prior hereto.

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

TO HAVE AND TO HOLD the lands and premises, above described and mentioned, and hereby intended tobe conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging unto and to the proper use and benefit of the said Bernard Crist, Gertrude Crist, Joseph Crist, Edward Crist, Adam Crist, Margaret Crist, James Crist and William Crist as joint tenants and not as tenants in common, in fee simple.

AND the said Party of the First Part hereby covenants that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

LOUIS M. STRAUSS, TRUSTEE (SEAL)

JOSEPHINE SWEENEY MASON

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of June, 1942, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Louis M.Strauss, Trustee, and he acknowledged the foregoing deed tobe his act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

JOSEPHINE SWEENEY (MASON)
NOTARY PUBLIC

Recorded- 21st-Dec-1942-at-3:15-P.M.

LIBER 130 PAGE 197

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. 274 Folio 91, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 23rd. day of December, A. D., 1958.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

Plaintiff's Ex A

(NO STAMPS REQUIRED)

THIS DEED, Made this 6th day of June, 1942, by Louis M. Strauss, Trustee, Party of the First Part, and Joseph Crist, Adam Crist, and William Crist, Parties of the Second part.

WITNESSETH, that for and in consideration of the sum of One Dollar, and in execution of the trust and confidence reposed in him, Louis M. Strauss, Trustee, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County simultaneously with these presents, the said Louis M. Strauss, Trustee, does by these presents grant and convey unto the said Joseph Crist, Adam Crist and William Crist, as joint tenants and not as tenants in common, meaning thereby, that upon the death of any of the said Grantees herein, the said property entitled thereto is vested immediately in the survivors in fee simple, the following property:

ALL that lot of ground being, lying and situated in the Third Election District of Anne Arundel County along the new Governor Ritchie Highway, being more particularly described as follows:

BEING part of all that lot of ground acquired by the said Rayfield Jackson and Lottie Jackson, his wife, from Andrew Jackson by deed dated October 5, 1912, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 92, Folio 272, and being more particularly that part and portion of the above mentioned and described tract of land that now faces on the Governor Ritchie Highway, namely, the Northbound Land Thereof, and being thereby sit-

and delivered to Louis M Strauss Atty March 20, 1943

Ex

Pltffs' Exhibit No. ____
No. ____ Equity

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J. H.H. #274.

uated on the eastern side thereof, being and meaning to be thereby all of that tract of land belonging to the said Rayfield Jackson and Lottie Jackson, his wife, from the above described tract which becomes separated and divided as the result of the construction of the Governor Ritchie Highway through the property of the said Rayfield Jackson and Lottie Jackson, to the east side of the said Governor Ritchie Highway having a frontage on the said Northbound Land of the Governor Ritchie Highway as shown on a Plat filed with the State Roads Commission in connection with the construction of the aforesaid Highway and in connection with the granting and deeding of a right-of-way through the property of the said Rayfield Jackson and Lottie Jackson, his wife,

BEING the same property which was conveyed to Louis M.Strauss, Trustee, by James Krest, also known as James Krist and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

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

TO HAVE AND TO HOLD the said lands and premises, above described and mentioned, and hereby intended tobe conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging unto and to the proper use and benefit of the said Joseph Crist, Adam Crist and William Crist, as joint tenants and not as tenants in common, in fee simple.

AND the said Party of the First Part hereby covenants that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of said Grantor

TEST: LOUIS M. STRAUSS , TRUSTEE (SEAL)

JOSEPHINE SWEENEY (MASON)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

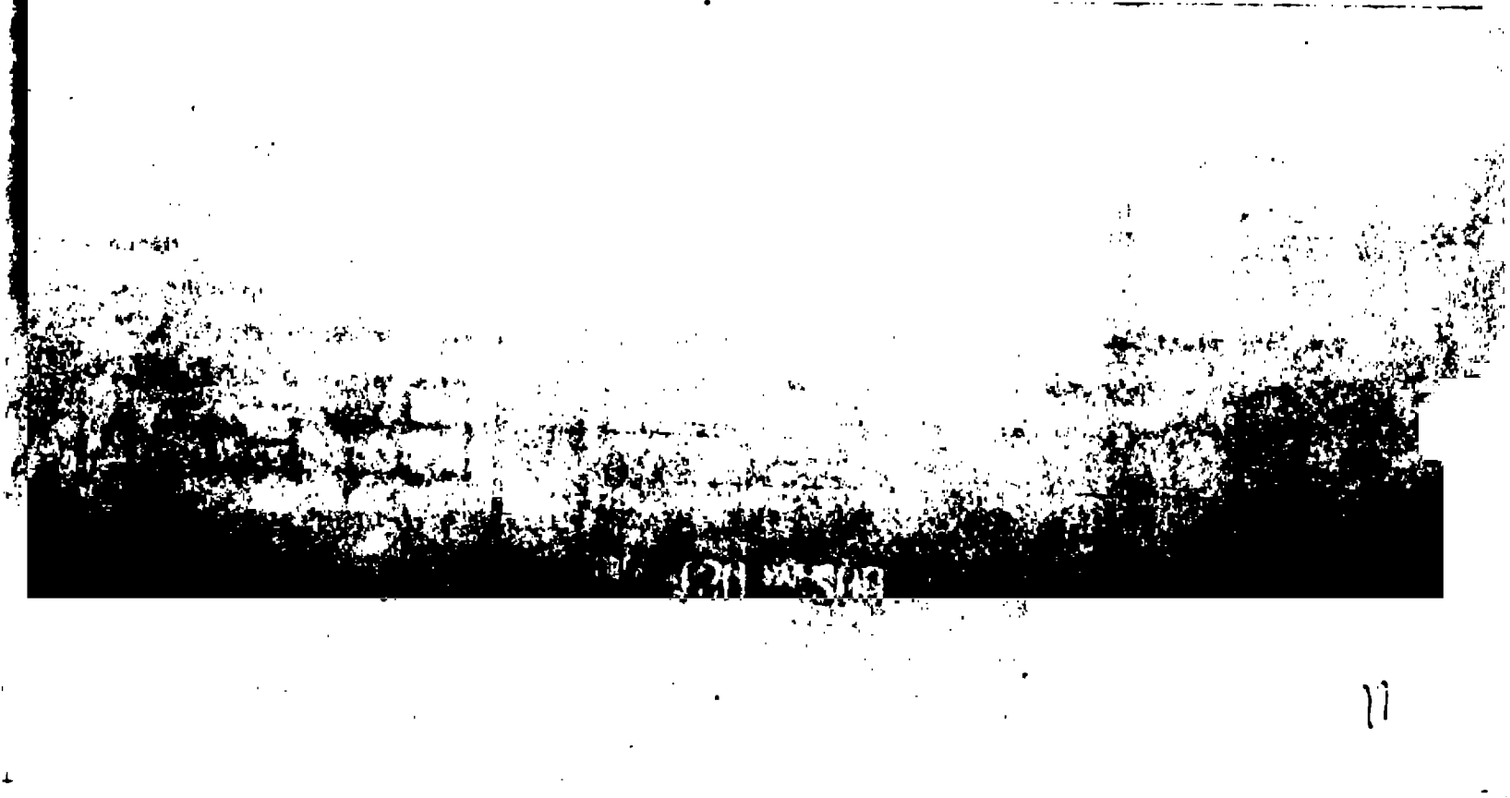
I HEREBY CERTIFY,THAT on this 6th day of June, 1942, before me, the Subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Louis M. Strauss, Trustee and he acknowledged the foregoing deed tobe his act

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) JOSEPHINE SWEENEY (MASON)

NOTARY PUBLIC

Recorded 21st-Dec-1942-at-3:15-P.M.



LIBER 130 PAGE 200

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. 274 Folio 92, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 23rd. day of December, A. D., 1958.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

12

THIS DEED, Made this 6th day of June, 1942, by James Krest, also known as James Krist and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, parties of the first part, and Louis M. Strauss, Trustee, party of the second part.

WITNESSETH, That for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Parties of the First Part do hereby grant and convey unto the said Party of the second part, his heirs and assigns, in fee simple, the following property, for the purposes hereinafter mentioned:

1. All that lot of ground situate in the Third Election District of Anne Arundel County on the road leading from Broad Neck to Jones Station on the Short Line Railroad, namely:

ALL that tract of land lying on the aforesaid public road and bounded on the one side by the property of Dr. Zachariah D. Ridout, of which the said James Krist is now tenant, and on the other side by the property now belonging to Miss Mary B. Van Wyck, formerly belonging to William Wilson, and on the other side by the property of Mrs. Elvira Cox formerly known as the Hoye farm, and on the other side by the aforesaid public road, by which it is separated from the rest of the tract of land of which it is a part; the property hereby conveyed being estimated to contain thirty acres of land, more or less; the same being a part of the tract of land of sixty-five and three fourths acres known as "Water's Security", which is described by metes and bounds, courses and distances in a deed thereof from Charles S. Saffield and others to Sarah Saffield, recorded in the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 72, etc.

BEING the same property which was conveyed to James Krest, also known as James Krist and James Crist and Adam Krest, also known as Adam Krist and Adam Crist, by Louis M. Strauss, Trustee, by deed dated the 25th day of January, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 221, Folio 263;

2. All that tract of land situate in the Third Election District of Anne Arundel County near Magothy River, which is laid down on a plat thereof made by W. C. Munroe, Civil Engineer, in February 1921 and described as follows in a survey thereof made by said W. C. Munroe, viz:

BEGINNING for the same at a stake planted in a marsh and in a fence corner, the said stake being a common boundary between the properties of James Krest, Charles H. Parker and Ferdinand Frederick, and also at the westernmost corner of the property conveyed by Severn Arnold to said James Krest, Sept. 5, 1908, recorded in the Land Records of Anne Arundel County in Liber G. W. No. 51, folio 365, etc., and running from thence with the divisional line between the properties of the said Krest and Parker, south 86 degrees 35 minutes east 312.8 feet to a chestnut tree, thence north 36 degrees 30 minutes east 889 feet, thence leaving the said divisional line and running down a ravine and branch north 65 degrees 55 minutes west 172.3 feet; north 45 degrees 23 minutes west 253.1 feet; north 66 degrees 25 minutes west 301.2 feet; north 45 degrees 40 minutes west 276.9 feet; north 86 degrees 4 minutes west 292.25 feet to a maple tree, thence still with a marsh south 5 degrees 3 minutes 411.9 east feet to a large chestnut tree, standing on the side of a hill, thence following the said hill side to and with the aforesaid marsh south 5 degrees 3 minutes east 872.7 feet to a stake on the hill side and in an old fence line between the properties of the said Parker and Frederick, thence with the said fence line north 89 degrees 13 minutes east 147.7 feet to the beginning, containing 20$ acres of land, more or less.

BEING the same property which was conveyed to James Krest, also known as James Krist, and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, by Louis M. Strauss, Trustee, by deed dated the 25th day of January, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 221, Folio 263;

3. All that lot of ground being, lying and situated in the Third Election District of Anne Arundel County along the new [illegible] Highway, being more particularly described as follows:

Return to [illegible]
No. [illegible]

BEING part of all that lot of ground acquired by the said Rayfield Jackson and Lottie Jackson, his wife, from Andrew Jackson by deed dated October 5, 1912 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 92, Folio 272, and being more particularly that part and portion of the abovementioned and described tract of land that now faces on the Governor Ritchie Highway,namely, the Northbound Land Thereof, and being thereby situated on the eastern side thereof, being and meaning tobe thereby all of that tract of land belonging tothe said Rayfield Jackson and Lottie Jackson, his wife, from the above described tract which becomes separated and divided as the result of the construction of the Governor Ritchie Highway through the property of the said Rayfield Jackson and Lottie Jackson to the east side of the said Governor Ritchie Highway having a frontage on the said Northbound Lane of the Governor Ritchie Highway as shown on a Plat filed with the State Roads Commission in connection with the construction of the aforesaid Highway and in connection with the granting and deeding of a right-of-way through the property of the said Rayfield Jackson and Lottie Jackson, his wife.

BEING the same property which was conveyed to James Krest, also known as James Krist and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, by Louis M. Strauss, Trustee, by deed dated the 25th day of January, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 221, Folio 263.

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

TO HAVE AND TO HOLD the land and premises, above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Louis M. Strauss, Trustee, for the purpose of immediately reconveying the same, in fee-simple, to Bernard Crist, Gertrude Crist, Joseph Crist, Edward Crist, Adam Crist, Margaret Crist, James Crist and William Crist.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby granted; and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST:

LOUIS M. STRAUSS

LOUIS M. STRAUSS

JAMES CRIST (SEAL)

James Krest, also known as James Krist and James Crist.

ADAM CRIST (SEAL)

Adam Krest, also known as Adam Krist and Adam Crist.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY That on this 6th day of June, 1942, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James Krist, also known as James Krest and James Crist, and Adam Krest, also known as Adam Krist and Adam Crist, and they acknowledged the foregoing deed tobe their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

JOSEPHINE SWEENEY (MASON)

NOTARY PUBLIC

Recorded- 21st- Dec-1942-at-3:15-P.M.

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. 274 Folio 88, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 23rd. day of December, A. D., 1958.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

LIBER 130 PAGE 204

BERNARD CRIST, et al.	:	NO. 13,086 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ADAM CRIST, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : : :

ANSWER TO CROSS BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiffs and cross defendants, by Theodore G. Bloom and Albert J. Goodman, their solicitors, answering the cross bill of complaint in this cause against them exhibited, respectfully represent unto your Honors:

That they deny the allegations contained in Paragraph No. One of said cross bill of complaint.

And having fully answered the same, they beg that said cross bill be dismissed with costs.

AND AS IN DUTY BOUND, ETC.

Theodore G. Bloom

Theodore G. Bloom

Albert J. Goodman

Albert J. Goodman
Solicitors for plaintiffs
and cross defendants

I hereby certify that on this 19th day of March, 1959, I mailed a copy of the foregoing answer to Charles C. Hartman, Jr., 1600 Mercantile Trust Building, Baltimore 2, Maryland, solicitor for the cross plaintiffs.

Albert J. Goodman

Solicitor for plaintiffs
and cross defendants

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

BERNARD CRIST	*	
GERTRUDE CRIST KATOWSKI	*	IN THE
JOSEPH CRIST	*	
EDWARD CRIST	*	CIRCUIT COURT
MARGARET CRIST OSTROWSKI	*	FOR
WILLIAM CRIST	*	
vs.	*	ANNE ARUNDEL COUNTY
ADAM CRIST	*	In Equity
JAMES CRIST	*	
	*	No. 13086

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

ANSWER TO BILL OF COMPLAINT FOR PARTITION

Now come Adam Crist and James Crist, Respondents, by Charles C. Hartman, Jr., their attorney, and for answer to the Bill of Complaint for Partition say:

FIRST: through SEVENTH: Respondents admit the allegations contained in Paragraphs First through Seventh in the Bill of Compbint for Partition.

EIGHTH: The Respondent, Adam Crist, admits that the parcel of land described in Paragraphs Fourth and Fifth of the Bill of Complaint for Partition is not susceptible of division in kind without loss or injury to the respective co-owners thereof; but Respondents deny each and every other allegation of Paragraph Eighth of the Bill of Complaint for Partition and specifically allege that the parcels described in Paragraphs First, Second and Third of the Bill of Complaint for Partition are susceptible of division in kind without loss or injury to the respective co-owners thereof.

NINTH: The Respondents admit that a survey of said parcels is necessary but deny each and every other allegation of Paragraph Ninth of the Bill of Complaint for Partition.

CROSS BILL OF COMPLAINT

1. The parcels of land, described in Paragraphs First, Second and Third of the Bill of Complaint for Partition owned equally by the Complainants

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and Respondents as joint tenants, are susceptible of division in kind without loss or injury to the respective co-owners thereof.

WHEREFORE, Cross Complainants pray:

A. That this Court order a commission for the purpose of partitioning the aforementioned parcels in kind.

B. For such other and further relief as their case may require.

AND, AS IN DUTY BOUND, ETC.

Adam Crist

James Crist

Respondents--Cross Complainants

Charles C. Hartman, Jr.
1600 Mercantile Trust Bldg. - 2
PLaza 2-0800

Attorney for Respondents and
Cross Complainants

I HEREBY CERTIFY that on this 17 day of March, 1959, a copy of the aforegoing Answer to Bill of Complaint for Partition and Cross Bill of Complaint was mailed to Albert J. Goodman, Esq., 156 South Street, Annapolis, Maryland, attorney for Complainants.

Charles C. Hartman, Jr.

Attorney for Respondents and
Cross Complainants

BERNARD CRIST, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
VS	*	FOR
ADAM CRIST, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 13,086 EQUITY

* * *

O P I N I O N

This case involves eight brothers and sisters, each of whom owns an undivided one-eighth interest in two tracts of land in the Third Election District of Anne Arundel County. The first tract lies on the east side of the Governor Ritchie Highway, north of the Jones Station Road, and is improved by a garage building. The second tract is located on the County road leading from Broad Neck to Jones Station and contains 57.21 acres. Six of said brothers and sisters filed their bill of complaint against the two remaining brothers seeking a partition sale of both properties in accordance with Article 16, Section 154 of the Annotated Code of Maryland (1957 Edition). The defendant brothers thereupon filed their answer to the bill, admitting all the material allegations therein with the exception that they deny that the second tract is not susceptible of division without loss or injury to the respective co-owners thereof; and the defendants filed a cross bill seeking partition in kind of the second tract. The plaintiffs and cross defendants answered the cross bill denying the allegations.

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At the trial all of the parties requested that the first tract be sold as it was not divisible in kind without loss or injury. The Court will so order.

The testimony produced at the trial clearly shows that the second tract cannot be divided into eight shares equal in value without loss or injury, such fact being affirmed by all of the witnesses for the plaintiffs and conceded by all of the witnesses for the defendants.

The defendants, however, contend that a partition in kind could be made which would allot one-fourth of the land to the two defendants as co-tenants and the remaining three-fourths of the land could then either be held by the six plaintiffs as co-tenants, or sold and the proceeds divided. The defendants produced the testimony of a surveyor and appraiser to show that such a division was feasible without loss or injury. It is the opinion of the Court that at least the weight of the evidence was to the effect that it was feasible.

The relief prayed for by the defendants and cross plaintiffs amounts to a partial partition. The first question to be answered by the Court is: Does this Court have jurisdiction in a partition suit, to divide property in kind so as to allot one-fourth of the land to be held jointly by two of the parties and three-fourths to be held jointly by the other six parties or partitioned by sale at their election?

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If this question is answered affirmatively, the Court must appoint a commission for the purpose of partitioning the land in kind. If the question is answered negatively, the Court will order a sale of the land and the proceeds divided equally.

In Maryland, there are three types of equity jurisdiction under which proceedings for partition of real estate may be maintained. There is the inherent equity jurisdiction to partition both real and personal property; the statutory jurisdiction now contained in Article 16, Section 154, Annotated Code (1957 Edition); and a second statutory jurisdiction relating to partition among direct descendants when an estate is vested in the heirs of a decedent by descent. Miller, Equity Procedure, Section 424 et seq.

The right to a partition in kind is an undeniable right, if feasible. The right exists irrespective of statute. Formerly, the Court was bound to decree it without regard to whether it was beneficial or injurious to the parties. To remedy this, our statute provides that if a partition could not be had without loss or injury to the parties, a sale could be decreed. Johnson v. Hoover, 75 Md. 486.

The object of partition is a division of the property between several co-tenants so as to put an end to the co-tenancy, and to vest in each person a sole estate in a specific part or allotment of the property. A partial partition cannot be

made, either in kind or by sale, which would leave the parties, or any of them remaining as co-tenants. Dugan and Lyman, Trustees v. Mayor, etc. of Baltimore, 70 Md. 1,6,7; Miller, Equity Procedure, Section 427.

Since the hearing in this case the Court of Appeals has decided the case of Baltimore Gas and Electric Co. v. Bowers, 221 Md. 337. This was a partition proceeding filed by the Gas and Electric Company against thirty-five heirs of two sisters who originally owned a tract of land as co-tenants in Baltimore County. A grant of an easement for poles and electric wires was obtained from one of the co-tenants about forty years prior to the time suit was filed. The Gas and Electric Company prayed that the land be divided into two tracts, one tract to be held by the heirs of one sister as co-tenants and the other tract to be held by the heirs of the other sister as co-tenants. The land was to be divided so that the easement would be over the land of the heirs of the sister who had granted the easement.

The Court considered two questions: (1) the right to partition, and (2) the right to have commissioners appointed to ascertain whether the tract is susceptible of partition. The first question was answered affirmatively. In considering the second question, the Court had this to say:

"While it is true that partition in kind may not be defeated except upon a showing of loss or injury to the parties [Thruston vs. Minke, supra; Rowe vs. Gillelan, 112 Md. 108, 76 Atl. 500 (1910); Hardy vs. Leager, supra], there is no doubt that in

this country the weight of authority is to the effect that there may not be a partial partition in kind without the consent of the parties concerned. In Gaither vs. Fraser, 289 Ky, 308, 158 S.W. 2d 434 (1942), a partial partition was allowed when it did not imperil the interest of other owners. In other jurisdictions partial partition without consent has been allowed under permissive statutory provisions. See, for instance, Poundstone vs. Everly, 31 Pa. 11 (1854); Eddie vs. Eddie, 138 Mo. 599, 39 S.W. 451 (1897); Baldwin vs. Foster, 157 Cal. 643, 108 Pac. 714 (1910); Baumgartner vs. Baumgartner, 67 S.W. 2d 154 (Tenn. App. 1933); Feamster vs. Feamster, 123 W.Va. 353, 15 S.E. 2d 159 (1941); Mello vs. Mello, 322 Mass. 68, 76 N.E. 2d 9 (1947); Newson vs. Johnson, 255 S.W. 2d 33 (Ky. 1953). Maryland, along with the majority, seemingly requires consent if there is to be a partial partition. This is so because '[t]he object of partition is a division of the property between the several co-tenants so as to put an end to the co-tenancy, and to vest in each person a sole estate in a specific part or allotment of the property.' Dugan vs. Baltimore, supra, at p. 6."

The Court then held that the evidence as to the partitionability was meager and the Court may not assume without clear and convincing proof that a tract of land is not susceptible of partition. The case was sent back for the appointment of commissioners to ascertain whether the land was susceptible of partition.

Counsel for both the plaintiffs and the defendants contend that this case supports their position: one that partial partition is allowed; the other that it is not. It is the opinion of the Court that the Bowers case does not sanction partial partition. As the Court pointed out, Maryland follows the weight of authority and there can be no partial partition without the consent of all the parties. In the instant case, the parties plaintiff opposed a partial partition. Therefore, the Court will sign an order, when presented, directing the property to be sold and the proceeds divided.

However, the Court has the power and duty to set the terms and conditions of the sale in such a way as reasonably to obtain the best price and provide for the sale in an equitable manner. Consequently, such a sale should be at public auction, in two parts. The entire second tract should be offered first, and the highest bid reserved. The three-fourths parcel should then be offered and the highest bid reserved. Finally, the one-fourth parcel should be offered and the highest bid ascertained. If the sum of the bids for the two parcels exceeds the bid for the single tract, the sale will be made in two parts. Such a procedure was specifically approved in Birckner v. Tilch, 179 Md. 314,325.

For the reasons stated above, the Court will sign, when presented, a decree in conformity with this Opinion.

Matthew S. Evans
Judge

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LIBER 130 PAGE 213

BERNARD CRIST, et al.	:	NO. 13,086 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ADAM CRIST, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

DECREE

This cause standing ready for hearing and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is thereupon, this 6th day of September, 1960, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties entitled thereto; that Albert J. Goodman and Charles C. Hartman, Jr., be, and they are hereby, appointed trustees to make such sales; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by the Court in the penalty of Twenty Thousand Dollars ($20,000.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to sell each said property, giving at least three weeks notice of each such sale by advertisement inserted in some newspaper published in Anne Arundel County, in the manner provided by the Maryland Rules of Procedure and such other notice as they may think proper, of the time, place, manner and terms of each

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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such sale, which terms shall be as follows: The property conveyed by Louis M. Strauss, Trustee, to Joseph Crist, William Crist and Adam Crist by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 274, folio 92, to be sold separately to the highest bidder therefor; and the property conveyed by Louis M. Strauss, Trustee, to all of the parties to this proceeding by deed dated June 6, 1942, and recorded among said Land Records in Liber J.H.H. No. 274, folio 91, to be first offered as an entirety and the highest bid reserved, and then offered in the two separate parcels thereof as described by Edward Hall, III, Registered Surveyor, according to the plat showing a division thereof which was heretofore filed in these proceedings, and sold in the manner yielding the highest price; and as to each separate property or parcel sold, a deposit of ten per cent (10%) of the purchase price shall be paid in cash on the day of sale, with deferred payments to bear interest at the rate of six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make a sale or sales at either private or public sale to the best advantage, upon the terms herein set forth, and in accordance with the Maryland Rules of Procedure governing the same; and as soon as may be convenient after each such sale, but in no event more than thirty days after the date thereof, the said trustees shall return to this Court a full and particular account of the same with an annexed affidavit of the truth thereof and the fairness of said sale; and on the ratification of each such sale by the Court and on the payment of the whole purchase money therefor, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or any of them; and the said trustees shall bring into this Court the money arising from each such sale, to be then distributed under the direction of this Court after deducting the accrued costs of this suit then due and unpaid and such commission thereon to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Trustee—Md.

LIBER 10 PAGE 399

A STOCK COMPANY

"Old and Tried" Organized 1849

BERNARD CRIST, et al.

VS.

ADAM CRIST, et al.

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

NO. 13,086 EQUITY

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

LIBER 130 PAGE 216

TRUSTEES' BOND

Know All Men by These Presents:

THAT WE, Albert J. Goodman and Charles C. Hartman, Jr., Trustees,

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand ($20,000.00) 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 13th day of ~~September~~ October, in the year nineteen hundred and sixty

WHEREAS, the above bounden Albert J. Goodman and Charles C. Hartman, Jr., by virtue of a decree of the Honorable the Judge of the Circuit Court dated September 6, 1960, , has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of BERNARD CRIST, et al.

vs.

ADAM CRIST, et al.

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and Charles C. Hartman, Jr.,

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

Norma R. Ford

Albert J. Goodman [SEAL]

Charles C. Hartman Jr. [SEAL]

GLENS FALLS INSURANCE COMPANY

By L. E. King, Attorney [SEAL]

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Form 15195

Bond approved this 14 day of October, 1960

George T. Cromwell, Clerk

25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 217

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1960

We hereby certify, that the annexed Trustees' Sale

Bernard Crist, et al

Equity 18,086

was published in

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV By H. Fitzhman

TRUSTEES' SALE

Of Valuable Improved and Unimproved Real Estate

LOCATED NEAR ARNOLD
ON THE COUNTY ROAD LEADING FROM JONES STATION TO BROADNECK, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND
AND
ON GOVERNOR RITCHIE HIGHWAY NEAR JONES STATION, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 6th day of September, 1960, and passed in a cause in said court pending, wherein Bernard Crist, et al., are complainants and Adam Crist, et al., are dedefendants, and known as No. 13,086 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

THURSDAY, NOVEMBER 3, 1960
AT 11 O'CLOCK A.M.

all those lots or parcels of land situate in the Third Election District of Anne Arundel County, Maryland, described as follows:

A. All that lot or parcel of land on the west side of the county road leading from Jones Station to Broadneck and more particularly described, according to a survey by Edward Hall, III, Registered Surveyor, in July, 1959, as follows:

Beginning for the same at an iron pipe now set at the end of the first line of the first parcel of the conveyance by Charles F. Saffield, et al., to Sarah Saffield by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 10, folio 72, of which the 30 acres conveyed by Severn K. Arnold to James Krest and wife by deed dated September 12, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 61, folio 365, are a part; thence leaving said beginning point so fixed and running with the outlines of said conveyance and also with the property conveyed by Charles Kelly and wife to Beverly B. Fishpaw and wife by deed dated December 5, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 133, folio 286 (said property being the same as the conveyance by Sarah Saffield to John S. Mitchell by deed dated March 23, 1871, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 6, folio 128), north 74 degrees 13 minutes 10 seconds east 358.88 feet to an iron pipe now set in a small marsh, and north 39 degrees 16 minutes 50 seconds east 24.75 feet to an iron pipe now set on the north edge of said marsh; thence running north 65 degrees 35 minutes 30 seconds east 1050.75 feet to an iron pipe now set on the west edge of the county road from Jones Station to Arnold; thence running with the westernmost side of said county road, north 27 degrees 17 minutes 50 seconds west 293.29 feet to an iron pipe found at the beginning of the conveyance by Louis M. Strauss, Trustee, to Margaret Crist Ostrowski and Stanley Ostrowski, her husband, by deed dated August 21, 1948, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 486, folio 446; thence leaving said county road and running with the first, second and third lines of said conveyance, south 67 degrees 05 minutes west 208.74 feet to an iron pipe there found, north 27 degrees 55 minutes west 208.58 feet to an iron pipe there found, and north 67 degrees 05 minutes east 208.74 feet to an iron pipe now set on the westernmost side of said county road; thence leaving said conveyance to Ostrowski and running with the westernmost side of said county road, north 22 degrees 11 minutes 20 seconds west 95.64 feet; north 9 degrees 24 minutes 30 seconds west 208.53 feet; north 12 degrees 59 minutes 40 seconds east 306.68 feet; and north 15 degrees 15 minutes east 20.09 feet; thence leaving said county road and running through the conveyance by Severn K. Arnold to James Krest by deed dated September 12, 1908, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. W. No. 61, folio 365, south 78 degrees 41 mlutes 30 seconds west 632.29 feet to intersect the closing line of said first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield by deed dated November 11, 1875, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 72; thence running with part of said line, south 38 degrees 24 minutes west 325.0 feet; thence leaving said outline and running through the conveyance by Charles H. Parker and wife to James Krest by deed dated February 10, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 38, folio 220, north 51 degrees 36 minutes west 1010.94 feet to intersect the south 5 degree 03 minute east 411.9 foot line of said conveyance, distant as now surveyed, south 4 degrees 50 minutes 40 seconds east 323.92 feet from an iron pipe set at the beginning of said line; thence running with the outlines of said conveyance as now surveyed, south 4 degrees 50 minutes 40 seconds east 961.54 feet to an iron pipe now set on the western bank of a marsh; thence running with the closing line of the second parcel of a conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91, north 89 degrees 26 minutes 30 seconds east 147.7 feet to an iron pipe now set in said marsh at the beginning of said second parcel of the conveyance to Bernard Crist; thence leaving said second parcel and running with the said marsh and with the outlines of the conveyance by Dorothea E. Wiseman to Bertram D. Moore by deed dated January 11, 1947, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 407, folio 224; and also the four-acre parcel secondly described in the deed from Charles F. Saffield, et al., to Sarah Saffield by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 72 (said four-acre parcel being shown on a plat filed in Equity No. 3530), south 9 degrees 21 minutes 30 seconds east 363.0 feet to an iron pipe now set in said marsh, south 13 degrees 51 minutes 30 seconds east 264.0 feet to an iron pipe now set in said marsh, south 42 degrees 21 minutes 30 seconds east 115.5 feet to an iron pipe now set in said marsh, south 24 degrees 21 minutes 30 seconds east 148.5 feet to an iron pipe now set in said marsh, south 19 degrees 21 minutes 30 seconds east 99.0 feet to an iron pipe now set in said marsh; thence leav-

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ing said conveyance to Bertram D. Moore and running with part of the closing line of said four-acre conveyance, north 1 degree 13 minutes west 27.56 feet to the place of beginning, containing 42.91 acres of land, more or less.

Said parcel is improved by an unoccupied, two-story frame farm house in poor condition, without central heating, plumbing, water or electricity.

B. All that unimproved lot or parcel of land on the west side of the county road leading from Jones Station to Broadneck, adjacent to Parcel A, and more particularly described, according to a survey by Edward Hall, III, Registered Surveyor, in July, 1959, as follows:

Beginning for the same at an iron pipe found in the closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield, by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 10, fo. 72, of which the 30 acres conveyed by Severn K. Arnold to James Krest and wife by deed dated September 12, 1908, and recorded among the Land Records of Anne Arundel County, are a part; the said 30-acre conveyance is Parcel No. 1 of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No 74, folio 91; the said beginning point being at the beginning of the closing line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and Gertrude Crist, his wife, by deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 461, folio 6; thence leaving said beginning point so fixed and said conveyance to Adam Crist and running with part of said closing line and also with the conveyance by Ernest Mueller, Jr., and wife to William F. Harting and wife by deed dated October 10, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 649, folio 143 (see also plat of the C. M. Bassford property filed among the Plat Records of Anne Arundel County in Plat Book 10, Plat No. 16), south 38 degrees 24 minutes west 570.49 feet to an iron pipe now set near the head of a ravine and at the end of the second, or south 36 degree 30 minute east 889 foot line of the second parcel of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91; thence leaving said closing line of the conveyance by Charles Saffield, et al., to Sarah Saffield and running with the outlines of said second parcel, as now surveyed, and a ravine north 64 degrees 01 minutes 40 seconds west 172.30 feet to an iron pipe now set, north 48 degrees 30 minutes 30 seconds west 253.10 feet to an iron pipe now set, north 64 degrees 33 minutes 10 seconds west 301.2 feet to an iron pipe now set, north 43 degrees 49 minutes west 276.9 feet to an iron pipe now set; and north 84 degrees 13 minutes 40 seconds west 292.25 feet to an iron pipe now set in a marsh at the junction of said ravine with a marsh running north and south, thence running up said marsh, south 4 degrees 50 minutes 40 seconds east 332.92 feet; thence leaving the outlines and running through said conveyance, south 51 degrees 36 minutes east 1010.94 feet to intersect the said closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield; thence running with part of said line, north 38 degrees 24 minutes east 325.0 feet; thence leaving said line and running through said conveyance to Sarah Saffield, north 78 degrees 41 minutes 30 seconds east 632.20 feet to the westernmost side of the county road from Arnold to Jones Station; thence running with said county road, north 15 degrees 15 minutes east 308.0 feet to an iron pipe now set at the beginning of the north 68 degree 30 minute west 298.5 foot line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and wife by deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 461, folio 6; thence leaving said county road and running with said line as now surveyed, north 68 degrees 06 minutes west 298.5 feet to the place of beginning, containing 14.30 acres of land, more or less.

Parcels A and B are contiguous tracts containing a combined total of 57.21 acres of farm land, more or less, part of which is presently under cultivation.

C. All that tract of land situated on the east side of the Governor Ritchie Highway and binding on the northbound lane thereof, consisting of approximately one-half acre of land, more or less, and being all that portion of the 1.5 acre tract conveyed by Andrew Jackson and wife to Rayfield Jackson and Lottie Jackson by deed dated October 15, 1912, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 92, folio 27, situated on the east side of said Governor Ritchie Highway and separated by said highway from the remainder of said 1.5 acre tract, with a frontage on the northbound lane of said highway as shown on a plat filed with the State Roads Commission of Maryland in connection with the construction of said highway. Said tract is improved by a one-story block garage building.

Parcels A and B being the same property which was conveyed to Bernard Crist, et al., by Louis M. Strauss, Trustee, by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91; and parcel C being the same property which was conveyed to Joseph Crist, et al., by deed dated June 6, 1942, and recorded among said land records in Liber J. H. H. No. 274, folio 92.

MANNER OF SALE: Parcels A and B shall be first offered together as an entirety, with bids reserved, and then offered separately and sold in the manner yielding the highest price; and immediately following the sale of Parcels A and B, Parcel C will be offered for sale.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from the day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ROBERT H. CAMPBELL
Auctioneer
Annapolis, Maryland

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland
CHARLES C. HARTMAN, JR.
182 Duke of Gloucester Street
Annapolis, Maryland
TRUSTEES

O-27

ROBERT H. CAMPBELL - Auctioneer

TRUSTEES' SALE

OF VALUABLE

Improved and Unimproved Real Estate

LIBER 130 PAGE 220

LOCATED NEAR ARNOLD ON THE COUNTY ROAD LEADING FROM JONES STATION TO BROADNECK, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND AND ON GOVERNOR RITCHIE HIGHWAY NEAR JONES STATION, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 6th day of September, 1960, and passed in a cause in said court pending, wherein Bernard Crist, et al., are complainants and Adam Crist, et al., are defendants, and known as No. 13,086 Equity, the undersigned trustee's will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

Thursday, Nov. 3, 1960

AT 11 O'CLOCK A. M.

all those lots or parcels of land situate in the Third Election District of Anne Arundel County, Maryland, described as follows:

A. All that lot or parcel of land on the west side of the county road leading from Jones Station to Broadneck and more particularly described, according to a survey by Edward Hall, III, Registered Surveyor, in July, 1959, as follows:

Beginning for the same at an iron pipe now set at the end of the first line of the first parcel of the conveyance by Charles F. Saffield, et al., to Sarah Saffield by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 10, folio 72, of which the 30 acres conveyed by Severn K. Arnold to James Krest and wife by deed dated September 12, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 81, folio 365, are a part; thence leaving said beginning point so fixed and running with the outlines of said conveyance and also with the property conveyed by Charles Kelly and wife to Beverly B. Fishpaw and wife by deed dated December 5, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 133, folio 286 (said property being the same as the conveyance by Sarah Saffield to John S. Mitchell by deed dated March 23, 1871, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 6, folio 128), north 74 degrees 13 minutes 10 seconds east 358.88 feet to an iron pipe now set in a small marsh, and north 39 degrees 16 minutes 50 seconds east 24.75 feet to an iron pipe now set on the north edge of said marsh; thence running north 65 degrees 35 minutes 30 seconds east 1050.75 feet to an iron pipe now set on the west edge of the county road from Jones Station to Arnold; thence running with the westernmost side of said county road, north 27 degrees 17 minutes 50 seconds west 293.29 feet to an iron pipe found at the beginning of the conveyance by Louis M. Strauss, Trustee, to Margaret Crist Ostrowski and Stanley Ostrowski, her husband, by deed dated August 21, 1948, and recorded among the Land Records of Anne Arundel County, containing 42.91 acres of land, more or less.

Said parcel is improved by an unoccupied, two-story frame farm house in poor condition, without central heating, plumbing, water or electricity.

B. All that unimproved lot or parcel of land on the west side of the county road leading from Jones Station to Broadneck, adjacent to Parcel A, and more particularly described, according to a survey by Edward Hall, III, Registered Surveyor, in July, 1959, as follows:

Beginning for the same at an iron pipe found in the closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield, by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 10, folio 72, of which the 30 acres conveyed by Severn K. Arnold to James Krest and wife by deed dated September 12, 1908, and recorded among the Land Records of Anne Arundel County, are a part; the said 30-acre conveyance is Parcel No. 1 of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91; the said beginning point being at the beginning of the closing line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and Gertrude Crist, his wife, by deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 461, folio 6; thence leaving said beginning point so fixed and said conveyance to Adam Crist and running with part of said closing line and also with the conveyance by Ernest Mueller, Jr., and wife to William F. Harting and wife by deed dated October 10, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 649, folio 143 (see also plat of the C. M. Bassford property filed among the Plat Records of Anne Arundel County in Plat Book 10, Plat No. 16), south 38 degrees 24

Maryland, in Liber J. H. H. No. 486, folio 446; thence leaving said county road and running with the first, second and third lines of said conveyance, south 67 degrees 05 minutes west 208.74 feet to an iron pipe there found, north 27 degrees 55 minutes west 208.58 feet to an iron pipe there found, and north 67 degrees 05 minutes east 208.74 feet to an iron pipe now set on the westernmost side of said county road; thence leaving said conveyance to Ostrowski and running with the westernmost side of said county road, north 22 degrees 11 minutes 20 seconds west 95.64 feet; north 9 degrees 24 minutes 30 seconds west 208.53 feet; north 12 degrees 59 minutes 40 seconds east 306.68 feet; and north 15 degrees 15 minutes east 20.09 feet; thence leaving said county road and running through the conveyance by Severn K. Arnold to James Krest by deed dated September 12, 1908, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. W. No. 61, folio 365, south 78 degrees 41 miutes 30 seconds west 632.29 feet to intersect the closing line of said first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield by deed dated November 11, 1875, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 72; thence running with part of said line, south 38 degrees 24 minutes west 325.0 feet; thence leaving said outline and running through the conveyance by Charles H. Parker and wife to James Krest by deed dated February 10, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 38, folio 220, north 51 degrees 36 minutes west 1010.94 feet to intersect the south 5 degree 03 minute east 411.9 foot line of said conveyance, distant as now surveyed, south 4 degrees 50 minutes 40 seconds east 323.92 feet from an iron pipe set at the beginning of said line; thence running with the outlines of said conveyance as now surveyed, south 4 degrees 50 minutes 40 seconds east 961.54 feet to an iron pipe now set on the western bank of a marsh; thence running with the closing line of the second parcel of a conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91, north 89 degrees 26 minutes 30 seconds east 147.7 feet to an iron pipe now set in said marsh at the beginning of said second parcel of the conveyance to Bernard Crist; thence leaving said second parcel and running with the said marsh and with the outlines of the conveyance by Dorothea E. Wiseman to Bertram D. Moore by deed dated January 11, 1947, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 407, folio 224; and also the four-acre parcel secondly described in the deed from Charles F. Saffield, et al., to Sarah Saffield by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 72 (said four-acre parcel being shown on a plat filed in Equity No. 3530), south 9 degrees 21 minutes 30 seconds east 363.0 feet to an iron pipe now set in said marsh, south 13 degrees 51 minutes 30 seconds east 264.0 feet to an iron pipe now set in said marsh, south 42 degrees 21 minutes 30 seconds east 115.5 feet to an iron pipe now set in said marsh, south 24 degrees 21 minutes 30 seconds east 148.5 feet to an iron pipe now set in said marsh, south 19 degrees 21 minutes 30 seconds east 99.0 feet to an iron pipe now set in said marsh; thence leaving said conveyance to Bertram D. Moore and running with part of the closing line of said four-acre conveyance, north 1 degree 13 minutes west 27.56 feet to the place of beginning, minutes west 579.49 feet to an iron pipe now set near the head of a ravine and at the end of the second, or south 36 degree 30 minute east 889 foot line of the second parcel of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91; thence leaving said closing line of the conveyance by Charles Saffield, et al., to Sarah Saffield and running with the outlines of said second parcel, as now surveyed, and a ravine north 64 degrees 01 minutes 40 seconds west 172.30 feet to an iron pipe now set, north 43 degrees 30 minutes 30 seconds west 253.10 feet to an iron pipe now set, north 64 degrees 33 minutes 10 seconds west 301.2 feet to an iron pipe now set, north 43 degrees 49 minutes west 276.9 feet to an iron pipe now set; and north 84 degrees 13 minutes 40 seconds west 292.25 feet to an iron pipe now set in a marsh at the junction of said ravine with a marsh running north and south, thence running up said marsh, south 4 degrees 50 minutes 40 seconds east 332.92 feet; thence leaving the outlines and running through said conveyance, south 51 degrees 36 minutes east 1010.94 feet to intersect the said closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield; thence running with part of said line, north 38 degrees 24 minutes east 325.0 feet; thence leaving said line and running through said conveyance to Sarah Saffield, north 78 degrees 41 minutes 30 seconds east 632.29 feet to the westernmost side of the county road from Arnold to Jones Station; thence running with said county road, north 15 degrees 15 minutes east 308.0 feet to an iron pipe now set at the beginning of the north 68 degree 30 minute west 298.5 foot line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and wife by deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 461, folio 6; thence leaving said county road and running with said line as now surveyed, north 68 degrees 06 minutes west 298.5 feet to the place of beginning, containing 14.30 acres of land, more or less.

Parcels A and B are contiguous tracts containing a combined total of 57.21 acres of farm land, more or less, part of which is presently under cultivation.

C. All that tract of land situated on the east side of the Governor Ritchie Highway and binding on the northbound lane thereof, consisting of approximately one-half acre of land, more or less, and being all that portion of the 1.5 acre tract conveyed by Andrew Jackson and wife to Rayfield Jackson and Lottie Jackson by deed dated October 15, 1912, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 92, folio 27, situated on the east side of said Governor Ritchie Highway and separated by said highway from the remainder of said 1.5 acre tract, with a frontage on the northbound lane of said highway as shown on a plat filed with the State Roads Commission of Maryland in connection with the construction of said highway. Said tract is improved by a one-story block garage building.

Parcels A and B being the same property which was conveyed to Bernard Crist, et al., by Louis M. Strauss, Trustee, by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91; and parcel C being the same property which was conveyed to Joseph Crist, et al., by deed dated June 6, 1942, and recorded among said land records in Liber J. H. H. No. 274, folio 92.

MANNER OF SALE: Parcels A and B shall be first offered together as an entirety, with bids reserved, and then offered separately and sold in the manner yielding the highest price; and immediately following the sale of Parcels A and B, Parcel C will be offered for sale.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from the day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

CHARLES C. HARTMAN, JR.
182 Duke of Gloucester Street
Annapolis, Maryland

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

TRUSTEES

1950 NOV 12 M 11:29

LIBER 130 PAGE 222

EDWARD CRIST, et al. : NO. 13,086 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

ADAM CRIST, et al. : ANNE ARUNDEL COUNTY

: : : : : : :

AGREEMENT OF PURCHASER AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Charles C. Hartman, Jr., and Albert J. Goodman, Trustees, the property described as parcel A in the advertisement attached hereto for the sum of SIXTEEN THOUSAND---------DOLLARS ($ 16,000.00---------); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 3rd day of November, 1960.

WITNESS:

BROADNECK HOLDING COMPANY

_____ as to by Stanley J. Goodman (SEAL)
Partner

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Charles C. Hartman, Jr., and Albert J. Goodman, Trustees, the property described as parcel A in the advertisement attached hereto to BROADNECK HOLDING COMPANY _____ at and for the sum of SIXTEEN THOUSAND---------DOLLARS ($ 16,000.00---------), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 3rd day of November, 1960.

WITNESS:

Albert J. Goodman Robert H. Campbell (SEAL)
Robert H. Campbell, Auctioneer

FILED

1960 NOV 12 AM 11:20

LIBER 130 PAGE 223

EDWARD CRIST, et al. : NO. 13,086 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

ADAM CRIST, et al. : ANNE ARUNDEL COUNTY

: : : : : : :

AGREEMENT OF PURCHASER AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction on behalf of myself and my wife, Gertrude M. Crist, and James Crist and Ruth Crist, his wife, from Charles C. Hartman, Jr., and Albert J. Goodman, Trustees, the property described as parcel B in the advertisement attached hereto for the sum of Eight Thousand Eight Hundred DOLLARS ($8,800.00); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 3rd day of November, 1960.

WITNESS:

Theodore L. Bloom as to Adam Crist (SEAL)

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Charles C. Hartman, Jr., and Albert J. Goodman, Trustees, the property described as parcel B in the advertisement attached hereto to Adam Crist, for himself and on behalf of Gertrude Crist, his wife, and James Crist and Ruth E. Crist, his wife, at and for the sum of Eight Thousand Eight Hundred DOLLARS ($8,800.00), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 3rd day of November, 1960.

WITNESS:

Theodore L. Bloom Robert H. Campbell (SEAL)

Robert H. Campbell, Auctioneer

FILED

1960 NOV 12 AM 11:21

EDWARD CRIST, et al LIBER 130 PAGE 224 NO. 13,[illegible] [illegible]

IN THE CIRCUIT COURT

VS. :

[illegible]

ADAM CRIST, et al. : ANNE ARUNDEL COUNTY

: : : : : : :

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Charles C. Hartman, Jr., and Albert J. Goodman, Trustees, the property described as parcel C in the advertisement attached hereto for the sum of One Thousand Seven Hundred DOLLARS ($1,700.00 ———), and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 3rd day of November, 1960.

WITNESS:

Norma R. Ford as to Maurice C. Ogle (SEAL)

Norma R. Ford as to Henry M. Bachman (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Charles C. Hartman, Jr., and Albert J. Goodman, Trustees, the property described as parcel C in the advertisement attached hereto to Maurice C. Ogle and Henry M. Bachman at and for the sum of One Thousand Seven Hundred DOLLARS ($1,700.00 ———), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 3rd day of November, 1960.

WITNESS:

Theodore G. Bloom Robert H. Campbell (SEAL)

Robert H. Campbell, Auctioneer

1960 NOV 12 AM 11:21

LIBER 1301 PAGE 225

EDWARD CRIST, et al.	:	NO. 13,086 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ADAM CRIST, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and Charles C. Hartman, Jr., Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale in the manner provided by the Maryland Rules of Procedure; pursuant to said notice, they did attend at the courthouse door in the City of Annapolis, Maryland, on Thursday, the 3rd day of November, 1960, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

A. All that lot or parcel of land on the west side of the county road leading from Jones Station to Broadneck and more particularly described according to a survey by Edward Hall, III, Registered Surveyor, in July, 1959, as follows:

Beginning for the same at an iron pipe now set at the end

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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of the first line of the first parcel of the conveyance by Charles F. Saffield, et al., to Sarah Saffield by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 10, folio 72, of which the 30 acres conveyed by Severn K. Arnold to James Krest and wife by deed dated September 12, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 61, folio 365, are a part; thence leaving said beginning point so fixed and running with the outlines of said conveyance and also with the property conveyed by Charles Kelly and wife to Beverly B. Fishpaw and wife by deed dated December 5, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 133, folio 286 (said property being the same as the conveyance by Sarah Saffield to John S. Mitchell by deed dated March 23, 1871, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 6, folio 128), north 74 degrees 13 minutes 10 seconds east 358.88 feet to an iron pipe now set in a small marsh, and north 39 degrees 16 minutes 50 seconds east 24.75 feet to an iron pipe now set on the north edge of said marsh; thence running north 65 degrees 35 minutes 30 seconds east 1050.75 feet to an iron pipe now set on the west edge of the county road from Jones Station to Arnold; thence running with the westernmost side of said county road, north 27 degrees 17 minutes 50 seconds west 293.29 feet to an iron pipe found at the beginning of the conveyance by Louis M. Strauss, Trustee, to Margaret Crist Ostrowski and Stanley Ostrowski, her husband, by deed dated August 21, 1948, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 486, folio 446; thence leaving said county road and running with the first, second and third lines of said conveyance, south 67 degrees 05 minutes west 208.74 feet to an iron pipe there found, north 27 degrees 55 minutes west 208.58 feet to an iron pipe there found, and north 67 degrees 05 minutes east 208.74 feet to an iron pipe now set on the westernmost side of said county road; thence leaving said conveyance to Ostrowski and running with the westernmost side of said county road, north 22 degrees 11 minutes 20 seconds west 95.64 feet; north 9 degrees 24 minutes 30 seconds west 208.53 feet; north 12 degrees 59 minutes 40 seconds east 306.68 feet; and north 15 degrees 15 minutes east 20.09 feet; thence leaving said county road and running through the conveyance by Severn K. Arnold to James Krest by deed dated September 12, 1908, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. W. No. 61, folio 365, south 78 degrees 41 minutes 30 seconds west 632.29 feet to intersect the closing line of said first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield by deed dated November 11, 1875, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 72; thence running with part of said line, south 38 degrees 24 minutes west 325.0 feet; thence leaving said outline and running through the conveyance by Charles H. Parker and wife to James Krest by deed dated February 10, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 38, folio 220, north 51 degrees 36 minutes west 1010.94 feet

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ANNAPOLIS, MARYLAND

to intersect the south 5 degree 03 minute east 411.9 foot line of said conveyance, distant as now surveyed, south 4 degrees 50 minutes 40 seconds east 323.92 feet from an iron pipe set at the beginning of said line; thence running with the outlines of said conveyance as now surveyed, south 4 degrees 50 minutes 40 seconds east 961.54 feet to an iron pipe now set on the western bank of a marsh; thence running with the closing line of the second parcel of a conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 274, folio 91, north 89 degrees 26 minutes 30 seconds east 147.7 feet to an iron pipe now set in said marsh at the beginning of said second parcel of the conveyance to Bernard Crist; thence leaving said second parcel and running with the said marsh and with the outlines of the conveyance by Dorothea E. Wiseman to Bertram D. Moore by deed dated January 11, 1947, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 407, folio 224; and also the four-acre parcel secondly described in the deed from Charles F. Saffield, et al., to Sarah Saffield by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 72 (said four-acre parcel being shown on a plat filed in Equity No. 3530), south 9 degrees 21 minutes 30 seconds east 363.0 feet to an iron pipe now set in said marsh, south 13 degrees 51 minutes 30 seconds east 264.0 feet to an iron pipe now set in said marsh, south 42 degrees 21 minutes 30 seconds east 115.5 feet to an iron pipe now set in said marsh, south 24 degrees 21 minutes 30 seconds east 148.5 feet to an iron pipe now set in said marsh, south 19 degrees 21 minutes 30 seconds east 99.0 feet to an iron pipe now set in said marsh; thence leaving said conveyance to Bertram D. Moore and running with part of the closing line of said four-acre conveyance, north 1 degree 13 minutes west 27.56 feet to the place of beginning, containing 42.91 acres of land, more or less.

B. All that unimproved lot or parcel of land on the west side of the county road leading from Jones Station to Broadneck, adjacent to Parcel A, and more particularly described according to a survey by Edward Hall, III, Registered Surveyor, in July, 1959, as follows:

Beginning for the same at an iron pipe found in the closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield, by deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S.H. No. 10, folio 72, of which the 30 acres conveyed by Severn K. Arnold to James Krest and wife by deed dated September 12, 1908, and recorded among the Land Records of Anne Arundel County, are a part; the said 30-acre conveyance is Parcel No. 1 of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land

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Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91; the said beginning point being at the beginning of the closing line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and Gertrude Crist, his wife, by deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 461, folio 6; thence leaving said beginning point so fixed and said conveyance to Adam Crist and running with part of said closing line and also with the conveyance by Ernest Mueller, Jr., and wife to William F. Harting and wife by deed dated October 10, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 649, folio 143 (see also plat of the C. M. Bassford property filed among the Plat Records of Anne Arundel County in Plat Book 10, Plat No. 16),, south 38 degrees 24 minutes west 579. 49 feet to an iron pipe now set near the head of a ravine and at the end of the second, or south 36 degree 30 minute east 889 foot line of the second parcel of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 274, folio 91; thence leaving said closing line of the conveyance by Charles Saffield, et al., to Sarah Saffield and running with the outlines of said second parcel, as now surveyed, and a ravine north 64 degrees 01 minute 40 seconds west 172. 30 feet to an iron pipe now set, north 43 degrees 30 minutes 30 seconds west 253. 10 feet to an iron pipe now set, north 64 degrees 33 minutes 10 seconds west 301. 2 feet to an iron pipe now set, north 43 degrees 49 minutes west 276. 9 feet to an iron pipe now set; and north 84 degrees 13 minutes 40 seconds west 292. 25 feet to an iron pipe now set in a marsh at the junction of said ravine with a marsh running north and south, thence running up said marsh, south 4 degrees 50 minutes 40 seconds east 332. 92 feet; thence leaving the outlines and running through said conveyance, south 51 degrees 36 minutes east 1010. 94 feet to intersect the said closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield; thence running with part of said line, north 38 degrees 24 minutes east 325. 0 feet; thence leaving said line and running through said conveyance to Sarah Saffield, north 78 degrees 41 minutes 30 seconds east 632. 29 feet to the westernmost side of the county road from Arnold to Jones Station; thence running with said county road, north 15 degrees 15 minutes east 308. 0 feet to an iron pipe now set at the beginning of the north 68 degree 30 minute west 298. 5 foot line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and wife by deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 461, folio 6; thence leaving said county road and running with said line as now surveyed, north 68 degrees 06 minutes west 298. 5 feet to the place of beginning, containing 14. 30 acres of land, more or less.

C. All that tract of land situated on the east side of the Governor Ritchie Highway and binding on the northbound lane thereof, consisting of

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approximately one-half acre of land, more or less, and being all that portion of the 1.5 acre tract conveyed by Andrew Jackson and wife to Rayfield Jackson and Lottie Jackson, by deed dated October 15, 1912, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 92, folio 27, situated on the east side of the said Governor Richie Highway and separated by said highway from the remainder of said 1.5 acre tract, with a frontage on the northbound lane of said highway as shown on a plat filed with the State Roads Commission of Maryland in connection with the construction of said highway.

Parcels A and B being the same property which was conveyed to Bernard Crist, et al., by Louis M. Strauss, Trustee, by deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 274, folio 91; and Parcel C being the same property which was conveyed to Joseph Crist, et al., by deed dated June 6, 1942, and recorded among said land records in Liber J.H.H. No. 274, folio 92.

Parcels A and B were first offered together as an entirety, with bids reserved, and then offered separately and sold in separate parcels, such sale yielding the highest price therefor; and immediately thereafter, Parcel C was offered for sale.

Parcel A being sold to the Broadneck Holding Company at and for the sum of SIXTEEN THOUSAND DOLLARS ($16,000.00), it being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

Parcel B being sold to Adam Crist and Gertrude M. Crist, his

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

wife and James Crist and Ruth E. Crist, his wife, at and for the sum of EIGHT THOUSAND EIGHT HUNDRED DOLLARS ($8,800.00), they being at that price then and there the highest bidders therefor. The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

Parcel C being sold to Maurice C. Ogle and Henry M. Bachman at and for the sum of ONE THOUSAND SEVEN HUNDRED DOLLARS ($1,700.00), they being at that price then and there the highest bidders therefor. The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Charles C. Hartman Jr.
Charles C. Hartman, Jr.
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN and CHARLES C. HARTMAN, JR., Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Norma R. Ford
Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 130 PAGE 231

Edward Crist, et al

versus

Adam Crist, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,086 Equity

Ordered, this 12th day of November, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Albert J. Goodman and Charles C. Hartman, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

The report states that the amount of sales ~~was~~ were $ 26,500.00

George T. Cromwell Clerk.

True Copy,
FILED
1960 NOV 12 AM 11:20

TEST: Clerk.

(Final Order)

Edward Crist, et al

versus

Adam Crist, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of December, 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.

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1960 DEC 20 PM 2:45

39

ADDITIONAL
Trustee—Md.

LIBER 10 PAGE 432

A STOCK COMPANY

"Old and Tried" Organized 1849

BERNARD CRIST, et al

vs.

ADAM CRIST, et al

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

NO. 13,086 EQUITY

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY.

LIBER 130 PAGE 232

Know All Men by These Presents:

THAT WE Albert J. Goodman and Charles C. Hartman, Jr.

Trustees

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand, Five Hundred and No/100 - - - - - - - - - - - - - ($6,500.00)- 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 15th day of October in the year nineteen hundred and sixty

WHEREAS, the above bounden Albert J. Goodman and Charles C. Hartman, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court dated September 6, 1960, has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of Bernard Crist, et al

vs.

Adam Crist, et al

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and Charles C. Hartman, Jr.

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

Norma R. Ford

Mary J. Lane

Albert J. Goodman [SEAL]

Charles C. Hartman Jr. [SEAL]

GLENS FALLS INSURANCE COMPANY

By C. M. Reisenweber, Attorney [SEAL]

FILED

1960 NOV 16 AM 10:57

Form 15195

Bond approved this 16th day of November, 1960

George T. Cromwell, Clerk

4

LIBER 130 PAGE 233

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,086 Equity
EDWARD CRIST, et al
versus
ADAM CRIST, et al

Ordered, this 12th day of November, 1960, That the sale of the Property in these proceedings mentioned made and reported by Albert J. Goodman and Charles C. Hartman, Jr., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

The report states that the amount of sale was $26,500.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,086

Edward Crist (Adam Crist)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of December, 1960. The first insertion being made the 17th day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 17738

FILED By H. Tilghman

1960 DEC 15 PM 1:21

4

EDWARD CRIST, et al.	:	NO. 13,086 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ADAM CRIST, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION TO SUBSTITUTE PURCHASER
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Broadneck Holding Company, a partnership consisting of Harry P. Smuck, Joseph I. Smuck and Stanley J. Smuck, general partners, respectfully represents unto Your Honors:

FIRST: That on the 3rd day of November, 1960, your petitioner, Broadneck Holding Company, became the purchaser of the real estate described as Parcel A in these proceedings, sold at public sale by Charles C. Hartman, Jr., and Albert J. Goodman, Trustees, pursuant to a decree passed herein on September 6, 1960.

SECOND: That said sale of Parcel A to Broadneck Holding Company was duly reported to this Court on November 12, 1960, and finally ratified on December 12, 1960.

THIRD: That your petitioners desire that said property be conveyed to it in the names of its general partners rather than in the firm name of Broadneck Holding Company.

WHEREFORE, your petitioner prays that Harry P. Smuck, Joseph I. Smuck and Stanley J. Smuck, copartners trading as Broadneck Holding Company, be substituted as purchasers of the aforesaid property in the place and stead of Broadneck Holding Company; and that the trustees aforementioned be authorized to execute a deed conveying said property

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

to said substituted purchasers.

BROADNECK HOLDING COMPANY

By Harry P. Smuck
Harry P. Smuck, General Partner

ASSENT OF SUBSTITUTED PURCHASERS

We do hereby assent to the substitution of our names as purchasers of the real estate mentioned in the foregoing petition, and we agree to comply with the terms of said sale.

Harry P. Smuck
Harry P. Smuck

Joseph I. Smuck
Joseph I. Smuck

Stanley J. Smuck
Stanley J. Smuck
Copartners trading as
Broadneck Holding Company

ASSENT OF TRUSTEES

The undersigned, trustees appointed to make the aforementioned sale, hereby consent to the substitution of Harry P. Smuck, Joseph I. Smuck and Stanley J. Smuck, copartners trading as Broadneck Holding Company, as the purchasers of the above-described property.

Charles C. Hartman Jr.
Charles C. Hartman Jr.

Albert J. Goodman
Albert J. Goodman
Trustees

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER

Upon the foregoing petition and assents of the substituted purchasers and trustees, it is this 17th day of February, 1961, by the Circuit Court for Anne Arundel County in Equity ordered that Harry P. Smuck, Joseph I. Smuck and Stanley J. Smuck, copartners trading as Broadneck Holding Company be substituted as the purchasers of the property described in these proceedings as Parcel A, sold to Broadneck Holding Company by Charles C. Hartman, Jr., and Albert J. Goodman, trustees appointed to make said sale; and that the said trustees are hereby authorized to execute a deed to said substituted purchasers as herein named upon their compliance with the terms of said sale.

Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1961 FEB 17 AM 10:32

In the Case of

Bernard Crist, et al

vs.

Adam Crist, et al

In the

Circuit Court

For

Anne Arundel County

No. 13,086 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.

April 12, 1961

FILED
1961 APR 13 AM 11:21

In the Case of

In the

Dr. Bernard Crist, et al vs. Adam Crist, et al in ac.

To Trustees for Commissions, viz:			
On proceeds sale of Parcel A ($16,256.80)	517	70	
On proceeds sale of Parcel B ($8,873.92)	296	22	
On proceeds sale of Parcel C ($1,736.96)	84	79	
			898 71
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	98	75	
Jos. W. Alton, Jr. - Sheriff's costs	2	90	
Shirley M. Miller - Stenographer's fee	20	00	
Auditor - stating this account	108	00	
			249 65
To Trustees for Expenses, viz:			
Capital-Gazette Press - advertising sale	283	50	
Capital-Gazette Press - order nisi (sale)	15	00	
Capital-Gazette Press - order nisi (acct)	12	00	
Speer Publications, Inc. - handbills	15	20	
Glens Falls Insurance Co. - bond premiums	106	00	
Robert H. Campbell - auctioneer's fee	75	00	
Edward Hall, III - survey, plat and description of Parcels A and B	800	00	
J. Walter Scholz - title examination	200	00	
Clerk of Court - certified copies deeds	7	50	
One-half Federal documentary stamps (Par.A)	8	80	
One-half State documentary stamps (Par.A)	17	60	
One-half Federal documentary stamps (Par.B)	4	95	
One-half State documentary stamps (Par.B)	9	90	
One-half Federal documentary stamps (Par.C)	1	10	
One-half State documentary stamps (Par. C)	2	20	
Norma R. Ford - notary fees	1	00	
			1,559 75
To Trustees for Taxes, viz:			
1959 State and County taxes and interest on Parcels A and B.	127	21	
1960 State and County taxes and interest on Parcels A and B	132	87	
Advertising tax sale	15	50	
			275 58
1959 State and County taxes and interest on Parcel C	50	56	
1960 State and County taxes (308) days) and interest on Parcel C	45	09	
Advertising tax sale	15	50	
			111 15

BALANCE FOR DISTRIBUTION -		$23,792.98			
Distributed as follows:					
Proceeds Sale of Parcels A and B		25,150.86			
LESS:					
Trustees' Commissions on Parcel A	$517.70				
Trustees' Commissions on Parcel B	296.22				
Taxes on Parcels A and B	275.58				
Edward Hall - survey of A and B	800.00				
Revenue stamps 93.5849% of total	41.25				
Court costs and expenses ($964.85)	902.95	2,833.70			
Net balance for distribution		$22,317.16			
Distributed to co-tenants as follows:					
(1) To Bernard Crist - one-eighth			2,789	64	
(2) To Gertrude C. Katowski - one-eighth			2,789	64	
(3) To Joseph Crist - one-eighth			2,789	64	
(4) To Margaret C. Ostrowski - one-eighth			2,789	64	
(5) To William Crist - one-eighth			2,789	65	
(6) To Adam Crist - one-eighth			2,789	65	
(7) To James Crist - one-eighth			2,789	65	
(8) To Judgment Creditors of Edward Crist - one-eighth (SEE SCHEDULE A HERETO ATTACHED)			2,789	65	22,317 16
Proceeds of Sale of Parcel C		$ 1,736.96			
LESS:					
Trustees' Commission on Parcel C	34.79				
Taxes	111.15				
Revenue stamps 6.415% of total	3.30				
Court costs and expenses ($964.85)	61.90	261.14			
Net Balance for Distribution-		$ 1,475.82			
Distributed to co-tenants as follows:					
(1) To Joseph Crist - one-third			491	94	
(2) To Adam Crist - one-third			491	94	
(3) To William Crist - one-third			491	94	1,475 82
					26,887 32

SCHEDULE A

DISTRIBUTION OF EDWARD CRIST'S ONE-EIGHTH DISTRIBUTIVE SHARE TO JUDGMENT CREDITORS, VIZ:

1.

Amount of Distributive Share $2,789.65

To Talbot Concrete Co. -
(Judgment recorded in G.T.C. 11 folio 194)

Amount of judgment	$ 40.86
Interest from 11/20/52 to 5/15/61 - 8 yrs 5 months 25 days	20.68
Costs	2.15
Order of satisfaction	.75
Total	

64.64

2.

To The Hecht Co. -
(Judgment recorded in G.T.C. 12 folio 149)

Balance due on judgment as of 1/5/61	121.96
Interest on principal balance of $55.97 from 1/5/61 to 5/15/61 - 4 months 10 days	1.86
Costs and recording	2.65
Order of satisfaction	.75
Total	

127.22

3.

To Annapolis Block Co., Inc.
(Judgment recorded in G.T.C. 14 folio 186)

Balance due on debt	67.30
Interest thereon from 5/13/55 to 5/15/61 - 6 years 2 days	24.25
Costs and recording	3.65
Fi. fa.	3.75
Sheriff's costs (#13 Judicials, July Term, 1959)	5.16
Court costs #A-521 Law	26.85
Order of Satisfaction	.75
Total	

131.71

4.

To George Rossback
(No. 6562 Law)

Amount of judgment	339.70
Interest from 12/7/55 to 5/15/61 - 5 years 5 months 8 days	110.95
Court costs	26.40
Order of Satisfaction	.75
Total	

477.80

Forwarded 801.37

4 ?

Forwarded	$ 2,789.65	801.37

5.

To Robinson's, Inc.
(Judgment recorded in G.T.C. 14 folio 252)

Amount of judgment	$ 242.63	
Interest from 3/14/57 to 5/15/61 - 4 years 2 months 1 day	60.78	
Court costs	4.40	
Order of Satisfaction	.75	
Total		308.56

6.

To J. F. Gomoljak Concrete Products Co.
(No. A-1264 Law)

Amount of judgment	1,339.34	
Interest from 4/4/59 to 5/15/61 - 2 years 1 month 11 days	169.87	
Court costs	23.60	
Order of Satisfaction	.75	
Total	1,533.56	
Cr.	100.00	
Balance due		1,433.56

7.

To Encyclopedia Britannica, Inc.
(No. A-1524 Law)- balance on account

Amount of judgment	372.45	
Interest from 5/21/59 to 5/15/61 - 1 year 11 months 24 days	44.32	
Court costs	36.10	
Order to enter credit	1.00	
Total	453.87	246.16
Cr. Payment on account	246.16	
Balance due	207.71	

$2,789.65	$2,789.65

49

with

Albert J. Goodman and Charles C. Hartman, Jr., Trustees

Cr.

1960							
Nov.	3	Proceeds of Sale of Parcel A	16,000	00			
		Interest on deferred payment of					
		$14,400.00 to 2/18/61	256	80	16,256	80
		Proceeds of Sale of Parcel B	8,800	00			
		Interest on deferred payment of					
		$7,920.00 to 12/28/60	73	92	8,873	92
		Proceeds of Sale of Parcel C	1,700	00			
		Interest on deferred payment of					
		$1,530.00 to 3/30/61	36	96	1,736	96
		Refunds					
		Refund 1960 State and County taxes					
		on Parcel A - 58 days	15	12			
		Refund 1960 State and County taxes					
		on Parcel B - 58 days	5	02	20	14

ORDER NISI LIBER 130 PAGE 243 In the

Bernard Crist, et al

VERSUS

Adam Crist, et al

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,086 Equity.

ORDERED, This 13th 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 F. Cromwell, Clerk

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.

Matthew S. Erwin

FILED
1961 MAY 23 PM 12:27

FILED
1961 APR 13 AM 11:21

LIBER 1310 PAGE 244

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961

We hereby certify, that the annexed

Orders Nisi - Bernard Crist Eq. 13,086

Bernard Crist vs

Adam Crist

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

Marie Tate

Order Nisi

In The Circuit Court For Anne Arundel County No. 13,086 Equity

BERNARD CRIST, et al
VERSUS
ADAM CRIST, et al

Ordered, this 13th 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. 20418

51

LIBER 130 PAGE 245

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

14,190 Equity
R-250

.. ..

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage, which is marked "Plaintiffs' Exhibit "A" in this foreclosure suit.

William J. Boehm,
Attorney named in mortgage
160 South Street,
Annapolis, Maryland.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1951 JAN 25 PM 2:15

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 130 PAGE 246
LIBER 1264 PAGE 257

No. 14,190 Equity

PURCHASE MONEY MORTGAGE

THIS MORTGAGE, Made this 30th day of December

in the year nineteen hundred and fifty-eight by and between ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife Mortgagor s of the County of Anne Arundel in the State of Maryland, of the first part, and ELLA G. BLIEVE and ANNA A. SMITH, Joint Tenants, Mortgagees, of the second part:

Whereas, the said parties of the first part are justly and bonafidely indebted unto the parties of the second part, on the balance of the purchase price of the hereinafter described property, in the full and just sum of Seven Thousand Five Hundred Sixty Six Dollars and Seventeen Cents ($7,566.17) which sum, the said parties of the first part have agreed to repay in monthly installments of Sixty Five ($65.00) Dollars per month, including interest at the rate of 6% per annum; the first of said monthly installments to begin on the 10th day of January, 1959, and to continue on like days of each and every month thereafter until the entire indebtedness, including interest as aforesaid, is paid in full.

WHEREAS, it was a condition precedent to the granting of the aforesaid loan and advancement that these presents should be executed to secure the prompt payment of the aforesaid loan as and when same shall become due and demandable, together with all interest to accrue thereon.

The parties of the first part shall have the right and privilege to pay larger sums at any time during the term of this mortgage or to pay off the entire indebtedness at any time during said term, without penalty.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife do **grant and convey unto** ELLA G. BLIEVE and ANNA A. SMITH, Joint Tenants, their **heirs and assigns,** in fee simple, all those **lot s or parcel s of ground situate and lying in the** Annexed Sixth Election District, County **aforesaid, and described as follows, to wit:** ~~Beginning for~~

All those lots of parcels of ground, situate, lying and being in the annexed Sixth Election District of Anne Arundel County, in the township of Eastport, located on the south side of Adams Street, which are designated as lots numbered five (5) and six (6) as shown on a plat of Frank A. Munroe by E. Lacy Chimm, Surveyor, January, 1903, as recorded in G. W. 29, folio 369; said lots having a combined frontage of 81 feet 6 inches on the south side of Adams Street and a depth therefrom 120 feet on the west side of Wells Street and more particularly described in deed description recorded in G. W. No. 49, folio 438, of the Land Records of Anne Arundel County.

BEING the same property which by deed of even date herewith and intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was conveyed by Ella G. Blieve and Anna A. Smith to Albert N. Lamb, Jr. and Mildred R. Lamb, his wife.

FILED

1961 JAN 25 PM 2:45

PLAINTIFFS EXHIBIT "A"

LIBER 130 PAGE 247

LIBER 1264 PAGE 258

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of ELLA G. BLIEVE and ANNA A. SMTTH, Joint Tenants heirs and assigns, forever.

Provided, that if the said ALBERT N. LAMB, JR and MILDRED R. LAMB, his wife,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Seven Thousand Five Hundred Sixty Six Dollars and Seventeen Cents dollars, ($7,566.17) and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Two Hundred ($200.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making 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 s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Seven Thousand Five Hundred Sixty Six Dollars and Seventeen cents ($7,566.17) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hand s and seals

TEST:

Dorothy R. Skipper

Albert N. Lamb, Jr. [SEAL]

Mildred R. Lamb, [SEAL]

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY, to wit , ss:

I Hereby Certify, that on this 30th day of December 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 county aforesaid ~~aforesaid~~, personally appeared Albert N. Lamb, Jr. and Mildred R. Lamb, his wife, the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ella G. Blieve and Anna A. Smith, Joint Tenants,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Rec'd for record Dec. 31 1958. at 1:06 P.M.

Mailed to Wm. J. Boehm

Dorothy Roberts Skipper, Notary Public

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife

LIBER 130 PAGE 249

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14,190 EQUITY

.. ..

STATEMENT OF ACCOUNT

Original amount of mortgage ----------	$7,566.17
Received on account of principal ----------	374.64
Balance due on mortgage as of January 16, 1961	$7,191.53
1959-60 Realty Taxes (City)	63.03
1960 Realty Taxes (County)	82.74
	$7,337.30

Ella G. Blieve
Ella G. Blieve

Anna A. Smith
Anna A. Smith

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ella G. Blieve and Anna A. Smith, who made oath in due form of law that they are the mortgagees named in the mortgage herein, dated December 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1264 folio 257 and that the aforegoing Statement constitutes a true and just account of the balance remaining due on said mortgage.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public

FILED
1961 JAN 25 PM 2:45

4

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR and MILDRED R. LAMB, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 130 PAGE 250

NO. 14,190 EQUITY

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this day of January ,

19 61 , personally appeared before me, the subscriber, a Notary Public of the State of

Maryland, in and for Anne Arundel County, Ella G. Blieve and Anna A. Smith

plaintiff s, in the above entitled cause, and made oath, in due form of law, that defendant

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

are not in the military service and live at 406 Adams Street, Annapolis, Maryland.

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 23rd day of January , 19 61 .

Notarial Seal

Dorothy Roberts Skinner
Notary Public

My Commission will expire on:
May 1, 1961

Filed,

FILED

1961 JAN 25 PM 2:45

5

IN THE MATTER OF THE MORTGAGED PROPERTY OF

ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife

LIBER 130 PAGE 251

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14190 EQUITY

.. ..

ATTORNEY'S SALE

of

IMPROVED PROPERTY KNOWN AS 406 ADAMS STREET, ANNAPOLIS, MARYLAND, CONSISTING OF FRAME DWELLING SIX ROOMS and BATH

Under and by virtue of the power and authority contained in a mortgage from Albert N. Lamb, Jr. and Mildred R. Lamb, his wife, dated December 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1264, folio 257, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, on

THURSDAY, FEBRUARY 23, 1961

at 2:00 P.M.

the following described property:

All those lots or parcels of ground, situate, lying and being in the annexed Sixth Election District of Anne Arundel County, in the township of Eastport, located on the south side of Adams Street, which are designated as lots numbers five (5) and six (6) as shown on a plat of Frank A. Munroe by E. Lacy Chinn, Surveyor, January, 1903, as recorded in G.W. 29, folio 369; said lots having a combined frontage of 81 feet 6 inches on the south side of Adams Street and a depth therefrom 120 feet on the west side of Wells Street and more particularly described in deed description recorded in G.W. No. 49, folio 438, of the Land Records of Anne Arundel County.

BEING the same property which by deed dated December 30, 1958, was conveyed by Ella G. Blieve and Anna A. Smith, to Albert N. Lamb, Jr. and Mildred R. Lamb, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1264, folio 255.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash, will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final

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1961 JAN 25 PM 2:45

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

6

ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

ROBERT H. CAMPBELL
Auctioneer

WILLIAM J. BOEHM,
Attorney named in Mortgage
160 South Street,
Annapolis, Maryland.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

7

LIBER 130 PAGE 253
LIBER 10 PAGE 485

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 14,190 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM J. BOEHM as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND, FIVE HUNDRED DOLLARS ($7,500) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of January , 19 61.

WHEREAS by virtue of a power of sale contained in a Mortgage from Albert M. Lamb, Jr. and Mildred R. Lamb to Ella G. Blieve and Anna A. Smith, bearing date on or about the 30th day of December , 19 58 , the said William J. Boehm is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said William J. Boehm is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

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

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

William J. Boehm,)SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, A body corporate

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

SURETY.

Bond approved this 25 day of January, 1961
George T. Cromwell, Clerk

FILED
1961 JAN 25 Pil 2:46

8

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife

LIBER 130 PAGE 254

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14190 EQUITY

.. ..

PURCHASERS' CERTIFICATE

_____ HEREBY CERTIFY, that on this 23rd day of February, 1961, that WE did purchase the property described as follows: all that lot or parcel of ground situate, lying and being in the annexed Sixth Election District of Anne Arundel County , in the township of Eastport, located on the south side of Adams Street, which are designated as lots numbered five (5) and six (6) as shown on a plat of Frank A. Munroe by E. Lacy Chimm, Surveyor, January, 1903, as recorded in G.W. No. 29, folio 369; said lots having a combined frontage of 81 feet 6 inches on the south side of Adams Street and a depth therefrom 120 feet on the west side of Wells Street and more particularly described in deed description recorded in G.W. No. 49, folio 438, of the Land Records of Anne Arundel County, for the sum of Five Thousand Dollars ($5000.00) on account of which WE have made a deposit of One Thousand _____ ($1000.00) and WE agree to comply with terms of sale.

Anna A. Smith

Ella B. Bliss

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1961 FEB 27 PM 3:14

9

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 130 PAGE 255

NO. 14190 EQUITY

.. ..

AUCTIONEER'S CERTIFICATE

I, ROBERT H. CAMPBELL, Auctioneer, do hereby certify that I did on this 27 day of FEBRUARY, 1961, sell the following described property: all that lot or parcel of ground situate, lying and being in the annexed Sixth Election District of Anne Arundel County, in the township of Eastport, located on the south side of Adams Street, which are designated as Lots numbered five (5) and six (6) as shown on a plat of Frank A. Munroe by E. Lacy Chimm, Surveyor, January, 1903, as recorded in G. W. No. 29, folio 369; said lots having a combined frontage of 81 feet 6 inches on the south side of Adams Street and a depth therefrom 120 feet on the west side of Wells Street and more particularly described in deed description recorded in G. W. No. 49, folio 438; of the Land Records of Anne Arundel County, for the sum of FIVE THOUSAND DOLLARS ($5,000.00) to ANNA A. SMITH EHAG. BLIEVE, being the highest bidder therefore.

Robert H. Campbell, Auctioneer

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1961 FEB 27 PM 3:14

10

IN THE MATTER OF LIBER 130, PAGE 256 IN THE

THE MORTGAGE PROPERTY OF : CIRCUIT COURT

ALBERT N. LAMB, JR. and : FOR

MILDRED R. LAMB, his wife : ANNE ARUNDEL COUNTY

: NO. 14190 EQUITY

.. ..

ATTORNEY'S CERTIFICATE

I, WILLIAM J. BOEHM, do hereby certify that on this 23rd day of February, 1961, that I sold the property described as follows: all that lot or parcel of ground, situate, lying and being in the annexed Sixth Election District of Anne Arundel County, in the township of Eastport, located on the south side of Adams Street, which are designated as lots numbered five (5) and six (6) as shown on a plat of Frank A. Munroe by E. Lacy Chimm, Surveyor, January, 1903, as recorded in G. W. No. 29, folio 369; said lots having a combined frontage of 81 feet 6 inches on the south side of Adams Street and a depth therefrom 120 feet on the west side of Wells Street and more particularly described in deed description recorded in G.W. No. 49, folio 438, of the Land Records of Anne Arundel County, for the sum of Five Thousand Dollars ($5000.00) to Anna A. Smith Ella G. Blieve and received a deposit of One Thousand Dollars ($1000.00).

William J. Boehm

William J. Boehm, Attorney

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1961 FEB 27 PM 3:14

11

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR. and MILDRED R. LAMB, his wife

LIBER 130 PAGE 257

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 14190 EQUITY

.. ..

REPORT OF SALE

The Report of Sale of William J. Boehm, Attorney named in mortgage, respectfully shows:

That under and by virtue of the power of sale contained in the from Albert N. Lamb, Jr. and Mildred R. Lamb, his wife, to Ella G. Blieve and Anna A. Smith and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1264 folio 257, dated December 30, 1958, the said William J. Boehm, Attorney named in mortgage, to make sale of property therein described, in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale, by advertisement in the Evening Capital (Certificate of Publications filed herein), a newspaper published in Anne Arundel County, and having complied with all requirements of the mortggge and other laws for such cases made and provided, offered the property in said mortgage at public auction, at the Court House Door, Annapolis, Maryland, on Thursday, February 23, 1961, at and for the sum of Five Thousand ($5,000.00) Dollars, being at that figure, the highest bidder therefore and said property being described as follows:

ALL THOSE lots or parcels of ground, situate, lying and being in the annexed Sixth Election District of Anne Arundel County, in the township of Eastport, located on the south side of Adams Street, which are designated as lots numbers five (5) and six (6) as shown on a plat of Frank A. Munroe by E. Lacy Chimm, Surveyor, January 1903, as recorded in G.W. 29, folio 369; said lots having a combined frontage of 81 feet 6 inches on

1961 FEB 27 PM 3:14

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

12

the south side of Adams Street and a depth therefrom 120 feet on the west side of Wells Street, and more particularly described in deed description recorded in G.W. No. 49, folio 438, of the Land Records of Anne Arundel County, Maryland.

BEING the same property which by deed dated December 30, 1958, was conveyed by Ella G. Blieve and Anna A. Smith to Albert N. Lamb, Jr. and Mildred R. Lamb, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1264, folio 255.

And the said William J. Boehm, Attorney named in mortgage, further reports that Ella G. Blieve and Anna A. Smith were the highest bidder at said sale and that he has received from the said purchaser, a deposit as required by the terms of sale and also required the purchasers' agreement to comply with the terms of the sale, which are as follows:

A deposit of One Thousand ($1,000.00) Dollars, in cash, will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

Said sale as reported herein was fairly made.

William J. Boehm
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm, Attorney named in Mortgage, and he made oath in due form of law that the matters, facts and information as set forth in the aforegoing Report of Sale are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

ORDER NISI

LIBER 130 PAGE 259

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR., and

~~versus~~

MILDRED R. LAMB, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,190 Equity

Ordered, this 27th day of February, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by William J. Boehm, Attorney named in Mortgage

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 $ 5,000.00

FILED 1961 FEB 27 PM 2:14

True Copy, _____ Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR., and MILDRED R. LAMB, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 10th day of April, 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 APR 11 AM 9:55

14

Robert H. Campbell

AUCTION

Attorney's Sale

OF IMPROVED PROPERTY

KNOWN AS 406 ADAMS STREET, ANNAPOLIS, MARYLAND, CONSISTING OF FRAME DWELLING, SIX ROOMS AND BATH

Under and by virtue of the power and authority contained in a mortgage from Albert N. Lamb, Jr. and Mildred R. Lamb, his wife, dated December 30, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1264, folio 257, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, on

Thurs., Feb. 23, 1961
at 2:00 P. M.

the following described property:

All those lots or parcels of ground, situate, lying and being in the annexed Sixth Election District of Anne Arundel County, in the township of Eastport, located on the south side of Adams Street, which are designated as lots numbers five (5) and six (6) as shown on a plat of Frank A. Munroe by E. Lacy Chimm, Surveyor, January, 1903, as recorded in G. W. 29, folio 369; said lots having a combined frontage of 81 feet 6 inches on the south side of Adams Street and a depth therefrom 120 feet on the west side of Wells Street and more particularly described in deed description recorded in G.W. No. 49, folio 438, of the Land Records of Anne Arundel County.

BEING the same property which by deed dated December 30, 1958, was conveyed by Ella G. Blieve and Anna A. Smith, to Albert N. Lamb, Jr. and Mildred R. Lamb, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1264, folio 255.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash, will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply
WILLIAM J. BOEHM,
Attorney named in Mortgage
160 South Street,
Annapolis, Maryland.

F-20

No. M

15

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 260

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1961

We hereby certify, that the annexed Attorney's Sale

Albert N. Lamb, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1961. The first insertion being made the 30th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FEB 27 By H. Tilghman

OFFICE

LIBER 130 PAGE 261

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,190

Albert N. Lamb, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of April, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgusman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,190 Equity

IN THE MATTER OF THE MORTGAGED PROPERTY OF ALBERT N. LAMB, JR., and MILDRED R. LAMB, his wife

Ordered, this 27th day of February, 1961, That the sale of the Property in these proceedings mentioned, made and reported by William J. Boehm, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause of 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 $5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-23

FILED

No. M. G. 19633 1961 APR -6 PM 2:32

In the Case of

In the Matter of the
Mortgaged Property
of
VS.
Albert N. Lamb, Jr.,
and
Mildred R. Lamb, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,190 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. Jakeling
Auditor.

April 20, 1961

FILED

1961 APR 25 PM 3:05

Dr. in ac.

In the Matter of the Mortgaged Property of Albert N. Lamb, Jr., and Mildred R. Lamb, his wife

To Attorney for Fee, viz:	200	00		
/To Attorney for Commissions, viz:	180	00	380	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appeqrance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	30	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Dorothy R. Skipper - notary fees	1	50	176	27
To Attorney for Taxes, viz:				
1961 State and County taxes ($79.56)- adjusted to 2/23/61	11	45		
1960 Annapolis City taxes ($59.82) - adjusted to 2/23/61	38	67	50	12
To Attorney for Benefit Charges, viz:				
Metered water from 9/21/60 to 12/20/61	6	85		
Metered water from 12/20/60 to 2/23/61	4	48	11	33
To Ella G. Blieve and Anna A. Smith, mortgagees - this balance on account mortgage claim	4,328	78	4,328	78
			5,000	00
Amount of mortgage claim filed	7,337	30		
Interest @ 6% on principal balance of $7,191.53 from 1/16/61 to 5/21/61 - 4 months 5 days	149	82		
	7,487	12		
Cr. Amount allowed above	4,328	78		
Balance subject to decree in personam	3,158	34		

with

William J. Boehm, Attorney named in Mortgage

Cr.

1961				
Feb.	23	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

ORDER NISI

LIBER 130 PAGE 265

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Property of ~~VERSUS~~ Albert N. Lamb, Jr., and Mildred R. Lamb, his wife

No. 14,190 Equity.

ORDERED, This 25th 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 31st day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

George T. Cromwell, Clerk

FILED
1961 APR 25 PM 3:05

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of June, 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 JUN -1 PM 3:38

Arthur L. Evans

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 266

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 24, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,190

Auditor Account

Albert N. Lamb, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of May, 1961. The first insertion being made the 28th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,190 Equity
In the Matter of the Mortgaged Property of
ALBERT N. LAMB, JR., and MILDRED R. LAMB, his wife

Ordered, this 25th 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 31st day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

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

FILED

No. M.G. 2071 1961 MAY 24 PM 2:12

21

LIBER 130 PAGE 267

Docket---------- Folio----------

Case No. 11686 - Equity

Filed ----------

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

WILLIAM HENRY BOBART and
VENNERA G. BOBART, his wife
304 Glenwood Avenue, Glen Burnie
Anne Arundel County, Maryland

Defendants

IN THE

CIRCUIT COURT

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

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 1st day of February A.D. 1955 the defendants executed and delivered to Weaver Bros. Inc. of Maryland

a mortgage upon certain fee simple property in ~~Baltimore~~ Anne Arundel County, therein described, which mortgage, by mesne-assignments, was short-assigned ~~by~~ on February 8, 1955 to Metropolitan Life Insurance Company and made to secure the payment of the mortgage debt of $ 11,700.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in 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

~~Attorney for Plaintiff~~

MAR 15 1956
Filed----------

MORTGAGE—(Maryland)—VETS. PURCHASE MONEY

LIBER 902 PAGE 54

THIS MORTGAGE, Made this 1st day of February in the year one thousand nine hundred and fifty-five between

11686 Equity

WILLIAM HENRY BOBART and VENNERA G. BOBART, his wife

Mortgagor, and

WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

LIBER 130 PAGE 268

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of Eleven Thousand Seven Hundred and 00/100---------- Dollars ($ 11,700.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of four and one-half per cent per annum payable monthly in each year, until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of Eleven Thousand Seven Hundred and 00/100---------- Dollars ($ 11,700.00), due and payable as follows: Interest on the aforesaid sum of Eleven Thousand Seven Hundred and 00/100---------- Dollars accounting from the date hereof to be paid on the first day of March, 1955 and thereafter the sum of Fifty-Nine and 29/100---------- Dollars on the first day of April, 1955 and the same amount on the first day of every month thereafter, up to and including the first day of January, 1985 and the balance of principal and interest remaining unpaid shall be payable on the first day of February, 1985 and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of four and one-half per cent per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, Mathieson Building, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

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, ground rent, if any, 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, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said William Henry Bobart and Vennera G. Bobart, his wife

Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated in Anne Arundel County in the State of Maryland, and described as follows, viz.:

Being known and designated as Lot 3, Block 17, on the Plat of Glenmore, Section No. 5, which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 24 Folio 18, formerly recorded in Plat Cabinet 4, Rod G-6, Plat 12. The improvements thereon being known as No. 304 Glenwood Avenue.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Burwood Homes, Incorporated, unto the Mortgagors herein.

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
WILLIAM HENRY BOBART and VENNERA G. BOBART, his wife Defendants	:	

PETITIONER'S EXHIBIT #1

MAR 15 1956

Filed

VM-G.R.—8-54

#2

FOR VALUE RECEIVED AND WITHOUT RECOURSE, MARYLAND TRUST COMPANY 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 corporate, Assignor, by the Hand of Christopher A. Cupp its Vice President and its corporate seal hereto affixed this 8th day of February, 1955.

WITNESS: E. H. Waldman

E. H. Waldman, Asst. Secretary

MARYLAND TRUST COMPANY

By Christopher A. Rupp Vice President

Recorded: Feb. 14, 1955 at 9 A.M.

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time or to make one or more additional principal payments in accordance with the Amortization Schedule on the first day of any month.

In the event that any instalment shall become overdue for a period in excess of fifteen days (15), a "late charge" of two cents (2¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage, including One (1) Gas Range.

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns, in Fee Simple Forever.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other 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, (and sale to take place after the 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 its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale of such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; 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 the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and [illegible] of such commissions and all

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LIBER 1301 PAGE 270 LIBER 902 PAGE 546

such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if any, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said Mortgagors have hereunto set their Hands and Seals the day and year first herein written.

Witness Phyllis Marie Sherrill — William Henry Bobart [L. S.]
PHYLLIS MARIE SHERRILL — WILLIAM HENRY BOBART

Vennera G. Bobart [L. S.]
VENNERA G. BOBART

STATE OF MARYLAND,
CITY OF BALTIMORE } ss.

I Hereby Certify that on this 1st day of February, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared William Henry Bobart and Vennera G. Bobart, his wife and acknowledged the foregoing Mortgage to be their act.

Witness my hand and notarial seal:

Phyllis Marie Sherrill
PHYLLIS MARIE SHERRILL *Notary Public.*

LIBER 902 PAGE 547 LIBER 130 PAGE 271

STATE OF MARYLAND,
CITY OF BALTIMORE } ss.

I Hereby Certify that on this 1st day of February, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of, Baltimore personally appeared Sidney H. Tinley, Jr. and made oath in due form of law that the consideration named in the aforegoing Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Phyllis Marie Sherrill
PHYLLIS MARIE SHERRILL Notary Public.

#1 Recorded: Feb. 14, 1955 at 9 A.M.

For Value Received, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the Maryland Trust Company and Metropolitan Life Insurance Company.

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Assistant Vice President

and its corporate seal hereto affixed this 1st day of February, 19 55

Witness:

Hugh H. Gambrill,
Assistant Secretary

WEAVER BROS. INC. OF MARYLAND [SEAL]

By Roy E. Paddock
Roy E. Paddock,
Assistant Vice President

Recorded: Feb. 14, 1955 at 9 A.M.

MORTGAGE
(MARYLAND)

#L#G 131081

FROM

WILLIAM HENRY BOBART AND

VENNERA G. BOBART, HIS WIFE

TO

WEAVER BROS. INC. OF MARYLAND

Short Assigned to:

Maryland Trust Company and

Metropolitan Life Insurance Company

Received for Record Feb. 14 19 55

at 9 o'clock A.M. Same day recorded

in Liber L.H.H. No. 902 Folio 547 &c.

one of the Land Records of A A Co

and examined per

JOHN H. HOPKINS, 3rd Clerk.

Cost of Record $ Pd. 5.50
1.50
2.00
CHARTEL HOLDING CORP.

#1
Entered
Received for Record 14th Day
of Feb. 1955 at 9 A.M
and the same day recorded in Liber
J. H. H. No. 902 Fol. 547 Land
Records of Anne Arundel County.
JOHN H. HOPKINS, 3rd Clerk
Pd.

#1
Entered
Received for Record 14th Day
of Feb. 1955 at 9 A.M
and the same day recorded in Liber
J. H. H. No. 902 Fol. 547 Land
Records of Anne Arundel County.
JOHN H. HOPKINS, 3rd Clerk
Pd.

5

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

VS.

WILLIAM HENRY BOBART and
VENNERA G. BOBART, his wife
304 Glenwood Avenue , Glen Burnie
Anne Arundel County, Maryland

Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket No. 16 , Folio 209

Case No. 11,686

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY that on this 14th day of March ,19 56 before me, the subscriber, a Notary Public in and for the State of Maryland, City of Baltimore, 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(s) is not in the Military service of the United States.

(2) Said Defendant(s) is not in the Military service of any nation allied with the United States.

(3) Said Defendant(s) has not been ordered to report for induction under the Selective Training and Service Act.

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

John J. Neubauer - Affiant

Kenneth J. Gaeng
KENNETH J. GAENG Notary Public

Filed MAR 15 1956

6

Decree in Circuit Court for Baltimore County.

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

WILLIAM HENRY BOBART and
VENNERA G. BOBART, his wife
304 Glenwood Avenue, Glen Burnie
Anne Arundel County, Maryland

DOCKET .... FOLIO ....
CASE NO. 11686 - Equity
FILED ....

IN THE
CIRCUIT COURT
FOR
[illegible]
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 15th day of March, in the year nineteen hundred and fifty-six, by the Circuit Court of [illegible] Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer [illegible] 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 Twelve 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 weekly newspaper or newspapers published in [illegible] Anne Arundel County as They shall think proper, of the time, place, manner and terms of sale, which shall be [illegible] all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; [illegible] ; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said 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 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 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 he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Michaelson
Judge

Filed MAR 15 1956

Judicial 10—MARYLAND—TRUSTEE TO S[illegible]

LIBER 130 PAGE 274

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 11,686 Equity

Metropolitan Life Insurance Co.

versus

William Henry Bobart and Vennera G. Bobart

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, 402 Keyser Building, Baltimore 2, Maryland

as Principals, and the 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 Twelve Thousand and 00/100 - Dollars ($ 12,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 14th day of March in the year of our Lord one thousand, nine hundred and fifty-six.

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

William Henry Bobart and Vennera G. Bobart

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 (SEAL)
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 Howard J. McNamara
Howard J. McNamara
Attorney in fact.

Bond approved this 16 Mar. 1956, George J. Crownfield, Clerk

MAR 16 1956

Filed

LIBER 130 PAGE 275

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM HENRY BOBART and VENNERA G. BOBART, his wife 304 Glenwood Avenue, Glen Burnie Anne Arundel County, Maryland Defendants	:	ANNE ARUNDEL COUNTY IN EQUITY No. 11,686 Equity

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, 1 Madison Avenue, New York 10, New York, under the mortgage from William Henry Bobart and Vennera G. Bobart, his wife, to Weaver Bros. Inc. of Maryland, dated February 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 902, folio 545, which mortgage, by mesne-assignments was on February 8, 1955 short-assigned to Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 11,700.00
Less payments made on account	93.36
Balance on principal	$ 11,606.64
LESS:	
Credit in expense account	24.96
Net balance on account of principal	$ 11,581.68
Interest to April 9, 1956	317.70
Balance due on principal and interest	$ 11,899.38

Daily interest is $ 1.44

METROPOLITAN LIFE INSURANCE COMPANY

BY: Louis G. Buisson Third Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 3rd day of ~~March~~ April, 1956, before me, the subscriber, a Notary Public of the State of New York, in and for said County of New York, personally appeared LOUIS G. BUISSON, 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 CLOUTIER
NOTARY PUBLIC, State of New York
No. 31-0587700
Qualified in New York County
Commission Expires March 30, 1957

FILED
1956 APR 5 AM 11 33

S. Frank Cloutier
Notary Public

My commission expires: MAR 30 1957

9

B

CONTRACT OF SALE

LIBER 130 PAGE 276

Baltimore, April 9 19 56

I/We _____ have this day purchased at Public Auction for the price of $ 10,500— the property No. 304 Glenwood Avenue Anne Arundel Co., Maryland

From John J. Neubauer, Robert J. Neubauer, Trustees

_____,

of which a deposit of _____ Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court Anne Arundel Co. of ~~Baltimore City~~. All rents, taxes and expenses to be adjusted to date of _____.

The ~~Daily Record~~ Evening Capital Advertisement of _____, is hereby incorporated herein.

METROPOLITAN LIFE INSURANCE COMPANY
BY: WEAVER BROS. INC. OF MARYLAND (Mortgage Loan Correspondent for Metropolitan Life Insurance Company)

FILED

_____ (Seal)
Purchaser

1956 APR 12 AM 9:07

WITNESS:
as to signatures and receipt of deposit.

_____ (Seal)

_____ (Seal)

E. T. Newell & Co., Inc.
Auctioneers

10

409

8-11-47—500

LIBER 130 PAGE 277

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue-New York 10, New York
VS. Plaintiff

WILLIAM HENRY BOBART and
VENNERA G. BOBART, his wife
304 Glenwood Avenue, Glen Burnie
Anne Arundel County, Maryland,
Defendants

—IN THE— No. 11,686 Equit

CIRCUIT COURT

—FOR—
ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
IN EQUITY

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 fee simple property No. 304 Glenwood Avenue, Glen Burnie, Anne Arundel County, Maryland,

in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of 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 advertisments inserted in Capital and Maryland Gazette newspapers published in Baltimore County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday, the 9th day of April 1956, at 4:00 o'clock, P.M., attend on the premises and then and there sold the fee simple property to METROPOLITAN LIFE INSURANCE COMPANY, New York 10, N.Y., at and for the sum of TEN THOUSAND, FIVE HUNDRED and 00/100 DOLLARS ($10,500.00), it being the highest bidder therefor.

John J. Neubauer
John J. Neubauer Trustee

Robert J. Neubauer
Robert J. Neubauer Trustee.

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 10th day April 1956 before me, the subscriber, a Notary Public of the State of Maryland, in and for the 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 was fairly made.

AS WITNESS my hand and notarial seal.

Kenneth J. Gaing
Notary Public

FILED
1956 APR 12 AM 9:07

11

LIBER 130 PAGE 278

ORDER NISI

Metropolitan Life Insurance Company

versus

WILLIAM HENRY BOBART and
VENNERA G. BOBART, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,686 Equity

Ordered, this 12th day of April, 19 56, 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 21st 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 21st day of May next.

The report states that the amount of sales ~~xxxx~~ was $ 10,500.00.

FILED
1956 APR 12 AM 11:29

George I Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Metropolitan Life Insurance Company

versus

William Henry Bobart and
Vennera G. Bobart, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of May finally, 1956, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, 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 they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1956 MAY 23 PM 3:33

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1311 PAGE 279

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,686 Equity
METROPOLITAN LIFE INSURANCE COMPANY
Vs.
WILLIAM HENRY BOBART and VENNERA G. BOBART, his wife.

Ordered, this 12th da. of April, 1956, 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 there of be shewn on or before the 21st 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 21st day of May next.

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

GEORGE T. CROMWELL, Clerk.
True Copy. Test:
GEORGE T. CROMWELL Clerk.
m-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 11, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,686

William Henry Bobart

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 May, 1956. The first insertion being made the 19th day of April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
MAY 11 PM 3:01

No. M.G. 9 1956

13

In the Case of

Metropolitan Life Insurance Company

vs.

William Henry Bobart and Vennera G. Bobart, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,686 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.

May 31, 1956

All of which is respectfully submitted.

Dana V. Fickling
Auditor.

FILED
1956 JUN -4 PM 2:08

14

Dr. in ac.

Metropolitan Life Insurance Company vs. William Henry Bobart
and Vennera G. Bobart, his wife

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	347	25	397	25
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 thereof	18	00	56	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U. S. Fidelity & Guaranty Co. - bond premium	48	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Kenneth J. Gaeng - notary fees	1	00	143	31
To Trustees for Taxes and Benefit Charges, viz:				
1956 State and County taxes - adjusted	36	48		
Anne Arundel County Sanitary Commission - 1956 water and sewer benefit charges - adjusted to 4/9/56	17	94	54	42
To Metropolitan Life Insurance Company, assignee - this balance on account mortgage claim	9,924	02	9,924	02
			10,575	00
Amount of mortgage claim filed	11,899	38		
Cr. Amount allowed above	9,924	02		
Balance subject to decree in personam	1,975	36		

15

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

1956				
April	9	Proceeds of Sale	10,500 00	
		Interest on deferred payment of $10,000.00 - 1 month 15 days	75 00	10,575 00
				10,575 00

ORDER NISI

Metropolitan Life Insurance Company

VERSUS

William Henry Bobart and Vennera G. Bobart, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,686 Equity.

ORDERED, This 7th day of June, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of July next.

Filed 7-June 1956

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of July, 1956, 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.

Benjamin Michaelson
Judge

FILED

1956 JUL 10 PM 3:59

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 284

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,686 Equity
METROPOLITAN LIFE INSURANCE COMPANY

Vs.

WILLIAM HENRY BOBART and VENNERA G. BOBART, His Wife.

Ordered, this 7th day of June, 1956, That the Report, and Account of the Auditor, filed this dey in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th dey of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of July next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

ju-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1956

We hereby certify, that the annexed

Order Nisi - And Acct
Equity 11686
"William Henry Bobart"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of July, 1956. The first insertion being made the 7th day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

No. M.G. 4206 1956 JUL 10 AM 11:25

18

LIBER 130 PAGE 285

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PAUL EUGENE COAKLEY AND BERNICE L. COAKLEY, HIS WIFE	:	(In Equity) Equity No. 14,157

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 Paul Eugene Coakley and Bernice L. Coakley, his wife to Baltimore Federal Savings and Loan Association, dated January 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 894 folio 439.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1960 DEC 29 AM 11:53

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

LIBER 894 PAGE 439

MARYLAND

LIBER 130 PAGE 286

MORTGAGE

THIS MORTGAGE, made this 6th day of January, A. D. 19 55, by and between PAUL EUGENE COAKLEY and BERNICE L. COAKLEY, 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 EIGHT THOUSAND SIX HUNDRED AND FIFTY Dollars ($ 8,650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of 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 Forty-eight and 09/100ths Dollars ($48.09), 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 80. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 212A, situated on the Northernmost side of Heath Avenue, as set forth on the Plat of Sweetser Heights, Fifth District, Anne Arundel County, Maryland, prepared by Ralph G. Snyder, Registered Surveyor of Anne Arundel County, dated April 14, 1954, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 folio 23.

BEING the same lot of ground which by Assignment dated January 6, 1955 and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and assigned by Rosalie M. Russell to the herein named Mortgagors.

FILED

1960 DEC 29 AM 11:33

* 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 as a portion of the security for the indebtedness hereinafter mentioned:~~

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety-six Dollars ($96.00), payable half-yearly on the ninth days of June and December in each and every year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN O. EVELIUS

Paul Eugene Coakley [SEAL]

[SEAL]

Bernice L. Coakley [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

LIBER 894 PAGE 443

LIBER 130 PAGE 290

I HEREBY CERTIFY, That on this 6th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Paul Eugene Coakley and Bernice L. Coakley, 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.

JOHN C. EVELIUS Notary Public

Recorded: Jan. 11, 1955 at 2 P.M.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

PAUL EUGENE COAKLEY AND
BERNICE L. COAKLEY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 130 PAGE 291

MILITARY AFFIDAVIT Equity No. 14,157

Docket 19 folio 240

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of December, 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 that the Defendants Paul Eugene Coakley and Bernice L. Coakley, his wife

against whom foreclosure proceedings were instituted were 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 DEC 29 AM 11:53

6

WALTER S. CALWELL, (LIBER 130 PAGE 292) IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

No. 14,157.

PAUL EUGENE COAKLEY AND

BERNICE L. COAKLEY, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Paul Eugene Coakley and Bernice L. Coakley, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **6th** day of **January** 1955, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **894** Folio **439** .

Amount of Mortgage		$8650.00
Less - amount paid on principal		1127.43
		7522.57
Plus - interest to 1/18/61		214.39
		7736.96
Less - balance in expense account		68.73
		7668.23

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **27th** day of **December** in the year nineteen hundred and **sixty** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, 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 DEC 29 AM 11:53

Clara M. Link

Clara M. Link Notary Public

1

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal B[illegible]ing
Baltimore 2, M[illegible]

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Paul Eugene Coakley and Bernice L. Coakley, his wife to Baltimore Federal Savings and Loan Association, dated January 6th, 1956 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 854 folio 439 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, FEBRUARY 14th, 1961 at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Linthicum Heights area, off Nursery Road, and described as follows:—

Being known as Lot No. 212 A as set forth on the Plat of Sweetser Heights, dated April 14, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 23, now known as No. 502 Heath Avenue; situate on the northerly side of Heath Avenue west of Eleanor Avenue, first house west of Eleanor Avenue, fronting 58 feet, more or less with an irregular depth of about 120 feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging or in anywise appertaining

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame detached, one family, dwelling, containing 5 rooms (3 bedrooms) 1 bath, hot air gas fired heat, subject to annual Ground Rent of $96.00.

No. 8.

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 F-9

14,157

OFFICE OF

Maryland Gazette

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

LIBER 130 PAGE 293

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1961

We hereby certify, that the annexed Attorney's Sale

Paul Eugene Coakley

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.

FILED
1961 FEB 11 AM 10:[illegible]

By [illegible] Tilghman

XXXXXXXXXAttorney's Bond. LIBER 130 PAGE 294 1-369

LIBER 10 PAGE 499

No. 14,157 Equity

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

330473

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 SEVENTY-SEVEN HUNDRED AND 00/100 ($7700.00) 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 10th day of February 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 Paul Eugene Coakley and Bernice L. Coakley, his wife to the Baltimore Federal Savings & Loan Association bearing date the 6th day of January nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 894, Folio 439, and #502 Heath Avenue, Anne Arundel County, Md. is about to sell the land and premises described in said Mortgage,/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell 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. Link
XXXXXX As to Surety:

M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 14 day of February, 1961
George T. Cromwell, Clerk

FILED
1961 FEB 14 AM 10:22

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PAUL EUGENE COAKLEY AND BERNICE L. COAKLEY, HIS WIFE	:	(In Equity)

No. 14,157 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **January 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 894 folio 439** from said **Paul Eugene Coakley and Bernice L. Coakley, 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 **14th** day of **February, 1961 at three P.M.,** attend on the premises and then and there sold the **leasehold** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 212 A, situated on the northernmost side of Heath Avenue, as set forth on the Plat of Sweetser Heights, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 23; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1961 FEB 17 AM 9:31

10

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Paul Eugene Coakley and Bernice L. Coakley, his wife to Baltimore Federal Savings and Loan Association, dated January 6th, 1956 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 854 folio 439 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, FEBRUARY 14th, 1961 at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Linthicum Heights area, off Nursery Road, and described as follows:—

Being known as Lot No. 212 A as set forth on the Plat of Sweetser Heights, dated April 14, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 23, now known as No. 502 Heath Avenue: situate on the northerly side of Heath Avenue west of Eleanor Avenue, first house west of Eleanor Avenue, fronting 58 feet, more or less with an irregular depth of about 120 feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging or in anywise appertaining

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame detached, one family, dwelling, containing 5 rooms (3 bedrooms) 1 bath, hot air gas fired heat

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

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

F-9

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Eight Thousand fifty-two ($8052.00) Dollars, subject to the payment of an annual ground rent of $96.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **15th** day of **February, 1961** before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

LIBER 130 PAGE 298

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage.

versus

PAUL EUGENE COAKLEY and BERNICE L. COAKLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,157 Equity

Ordered, this 18th day of February, 1961, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of 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 $ 8,052.00

George T. Cromwell Clerk.

True Copy,
FILED
1961 Feb.17, AM 9:31

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

PAUL EUGENE COAKLEY AND BERNICE L. COAKLEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of April, 19 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1961 APR -5 PM 3:29

12

OFFIC OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 299

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,157 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

PAUL EUGENE COAKLEY and BERNICE L. COAKLEY, his wife

Ordered, this 18th day of February, 1961, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of 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 $8,052.00.

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 Sale

Eq. 14,157

Paul Eugene Coakley

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.

FILED

No. M. G. 19579 1961 MAR 29 AM 8:56 By H. Tilghman

13

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

ADDITIONAL LIBER 130 PAGE 300

330473

LIBER 10 PAGE 550

227 ST PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

No. 14,157 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

THREE HUNDRED AND FIFTY-TWO AND 00/100 ($352.00) - - ADDITIONAL - - - - - - - - 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 30th - - - - - - - - - - - - - - - - -

day of March 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 Paul Eugene Coakley and Bernice L. Coakley, his wife to the Baltimore Federal Savings & Loan Association

bearing date the 6th - - - - - day of January - nineteen hundred and fifty-five

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 894, Folio 439, and

502 Heath Avenue, Anne Arundel Co Md.

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

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link

~~Attest~~

As to Surety:
M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature] - Attorney-in-Fact

Addl.

Bond approved this 4 day of April, 1961

George T. Cromwell, Clerk

14.

FILED
1961 APR -4 PM 3:30

LIBER 130 PAGE 301

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Paul Eugene Coakley
and
Bernice L. Coakley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,157 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.

April 17, 1961

15

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Paul Eugene Coakley and Bernice L. Coakley, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	273	61	323	61
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account and two copies	18	00	59	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	30	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	4	67		
One-half State documentary stamps	9	35		
Clara M. Link - notary fees	1	25	174	59
To Attorney for Taxes, viz: 1961 State and County taxes ($152.68)- 1 month 14 days	18	52	18	52
To Attorney for Ground Rent, viz: Ground rent due 6/9/61 ($48.00) - 2 months 5 days	17	35	17	35
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,526	87	7,526	87
			8,120	44
Amount of Mortgage Claim filed	7,668	23		
Interest @ 4½% on principal balance of $7,522.57 from 1/18/61 to 5/22/61 - 4 months 4 days	116	60		
	7,784	83		
Cr. Amount allowed above	7,526	87		
Balance subject to decree in personam	257	96		

1/6.

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961				
Feb.	14	Proceeds of Sale	8.052 00	
		Interest on deferred payment to 4/6/61	68 44	8,120 44
				8,120 44

17.

ORDER NISI LIBER 130 PAGE 304

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Paul Eugene Coakley

and

Bernice L. Coakley, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,157 Equity.

ORDERED, This 19th 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 29th 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 29th day of May next.

George T. Cromwell Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of June, 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 JUN -2 PM 12:15

O. Bruce Duckett

18.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 305

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,157 Equity
Walter S. Calwell,
Attorney named in Mortgage
versus
PAUL EUGENE COAKLEY and BERNICE L. COAKLEY, his wife

Ordered, this 19th 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 29th 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 29th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,157

Auditor Account

Paul Eugene Coakley

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 29th day of May, 1961. The first insertion being made the 27th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 20495 1961 MAY 31 PM 3:23 By H. Tilghman

19

LIBER 130 PAGE 306

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting in Equity

Harry E. Middleton, Jr. Ancillary Administrator, Estate of Mark Leslie Hull, Deceased R.F.D. 4, Box 56 Fairfax, Virginia,	:	
Plaintiff	:	
vs.	:	Equity No. 12,760
Dorothy W. Hull, widow 20 Bayard Lane Princeton, New Jersey, and	:	
Donald S. Hull, son 8789 Daley Road Cincinnati 25, Ohio, and	:	
John W. Hull, son 88 Satterthwaite Avenue Nutley, New Jersey,	:	
Defendants	:	

BILL BY ADMINISTRATOR AGAINST HEIRS-AT-LAW OF MARK LESLIE HULL, DECEASED, FOR THE SALE OF CERTAIN REAL ESTATE

To the Honorable, the Judges of said Court:

Your Orator, Harry E. Middleton, Jr., Ancillary Administrator of the Estate of Mark Leslie Hull, deceased, complaining says:

1. That a certain Mark Leslie Hull, late of the District of Columbia, departed this life on or about the 13th day of March, 1957, intestate, leaving a widow, Dorothy W. Hull, and two adult children, Donald S. Hull and John W. Hull, the above-named defendants, all of age and sui juris, as his heirs at law.

2. That at the time of his death, said Mark Leslie Hull, deceased, was possessed of certain personalty situate in said District of Columbia of an approximate value of $3,000.00, and certain realty situate in Anne Arundel County, Maryland, known as and described as Lots 10 to 13, Block F, Fair Haven Cliffs subdivision, as per plat thereof recorded among the plat records of Anne Arundel County, Maryland, in Plat Book No. 1, Page 26, together with improvements thereon, which land and improvements

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are together assessed for purposes of taxation at $4,670.00. The aforesaid property has been appraised by court appointed appraisers, Anne Arundel County, Maryland, as having a value of $12,500.00. That said decedent left no realty in the District of Columbia nor any personalty in Maryland at the time of his death.

3. That, by operation of law, the aforenamed heirs now own as tenants in common the aforesaid real estate, subject to a first trust held by Workingmen's Building and Loan Association, Annapolis, Maryland, which totaled $1,577.12, as of the date of decedent's death, viz., March 13, 1957; that interest and penalties are accruing; that taxes in the amount of $112.85 were due and payable as of August 1, 1957; that no payments have been made on the said mortgage or on taxes since decedent's death; that in addition to said first mortgage there may be other claims against the real estate for labor and materials and for moneys expended in connection with said property.

4. That your Orator is the duly qualified and appointed Administrator of the Estate of said decedent in the District of Columbia (Administration No. 93,004) and Ancillary Letters of Administration on the Estate of said decedent were granted to your Orator by the Orphan's Court of Anne Arundel County, Maryland, on the 3rd day of October, 1957, a certified copy of said Ancillary Letters being attached hereto, marked Exhibit "A", and prayed to be made a part hereof.

5. That said decedent was indebted at the time of his death for amounts not in any way secured, aggregating the sum of $6,088.75, besides the expense of his funeral in the sum of $200.00 and costs of administration proceedings in the District of Columbia and in the State of Maryland; that the decedent failed to file United States tax returns for the years 1954, 1956 and 1957 and has an undetermined tax liability to the United States Government and possibly a tax liability to the District of Columbia; that the personal estate is insufficient to pay the widow's statutory share of $500.00 provided by District of Columbia law

and the taxes, debts, and claims which your Orator believes to be just obligations of the estate; that the estimated United States taxes and known debts and claims are set forth in Exhibit "B", attached hereto and prayed to be made a part hereof.

6. That inasmuch as there are insufficient funds in said Estate to pay the just debts and claims aforesaid, it is necessary for your Orator to obtain the authority of this Honorable Court to sell so much of said real estate as may be required to pay said debts and claims.

7. That yourOrator has received an offer to purchase said property for the sum of $13,000.00, which is $500.00 more than the appraised value of same, a copy of said offer to purchase being attached hereto, marked Exhibit "C", and prayed to be made a part hereof.

To the end, therefore:

1. That summons may issue or an Order of Publication be granted directing the said Dorothy W. Hull, Donald S. Hull, and John W. Hull to appear and answer this bill.

2. That your Orator be authorized to accept the aforesaid offer to purchase said real estate and the same be ratified, or otherwise to sell the same at either public or private sale, at the highest obtainable price, or such other disposition as to this Honorable Court seems proper in the premises.

3. That such other and further relief be granted as to this Honorable Court seem just and proper.

And, as in duty bound, etc.

Harry E. Middleton

Harry E. Middleton, Jr.

W. Perry Doing
~~2413 Blueridge Avenue~~
Wheaton, Md. (LO 4-7000)
Attorney for Plaintiff

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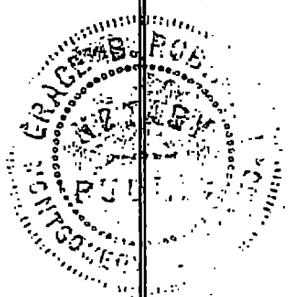
STATE OF MARYLAND, COUNTY OF MONTGOMERY, ss:

I hereby certify that on this 3 day of July, 1958, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Harry E. Middleton, Jr., and made oath in due form of law that the matters and things set forth in the foregoing Bill for the Sale of Real Estate are true to the best of his knowledge, information and belief.

Witness my hand and seal the date above written.



Grace B. Robinson
Notary Public

My Commission Expires May 4, 1959

LIBER 130 PAGE 310

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Mark Leslie Hull deceased, was on the 3rd day of October in the year of our Lord one thousand nine hundred and fifty-seven, granted and committed unto Harry E. Middleton, Jr.,

who was then and there appointed/Administrator Ancillary of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 18th day of March in the year of our Lord nineteen hundred and fifty-eight.

TEST:

H. Stanley Clark

Register of Wills for Anne Arundel County.

EXHIBIT "A"

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LIBER 130 PAGE 311

Claimant	Nature of Claim	Amount
William E. Summerbell %Edmund L. Browning, Jr. 3145 N Street, D. C.	Money loaned to decedent	$1,515.61*
Community Auto Service 4800 Hampden Lane Bethesda 14, Maryland	Labor and Material	119.22*
Ducirco Management Company 1346 Conn. Ave., N.W., D.C.	Storage of furniture & effects	60.00*
R. Harris & Company %Charles J. Ross, atty. 1511 K St., N.W.,D.C.	Merchandise purchased by decedent	33.00*
Hotel Roosevelt Corp. %Joseph M. Del Nero, Atty. 1424 K St., N.W., D. C.	Money due on account	79.05*
Harold F. Ganss, Atty. Dupont Circle Bldg, D.C.	Professional services rendered	150.00*
Roger M. Baker %Harold F. Ganss, Atty. Dupont Circle Bldg, D.C.	Money loaned to decedent	2,588.07*
United States of America	Judgment, District Court of the U. S. for D. C., Jan. 8, 1947 (C.A. #36744) recorded Dec. 2, 1947, plus attorney's fee	275.58*
District Director of Internal Revenue, Balto., Md.	1955 income tax plus interest	140.77*
Assessor, Dist. of Col.	Personal Property tax	19.44
Suburban Hospital Bethesda, Md.	Unpaid hospital bill	36.90
George E. Rullman, Atty. Annapolis, Md.	Judgment by confession on note plus int.	254.50
Hamilton W. Kenner, Atty. Dupont Circle Bldg, D.C.	Balance due on loan	65.00
Ford Lumber Company, Inc. Marlboro, Md.	Building materials	41.37
Wings Club, Inc. %James G. Woodward, Atty. Annapolis, Md.	Judgment, Municipal Court, D. C.	110.24
County Trust Company of Maryland	Judgment, Circuit Ct. for Anne Arundel Cty. Law 4723-437	600.00
		$6,088.75
Estimated Tax Liability to United States Government	1956 income	884.20
	1957 income	152.00
		$1,036.20

*Docketed in U. S. District Court for the District of Columbia

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EXHIBIT "B"

B. J. Hastings & Co.

Real Estate

LIBER 130 PAGE 312

TELEPHONE
LOCKWOOD 4-7001-2

2413 BLUERIDGE AVENUE
WHEATON, MARYLAND

July 2, 195 8

Received from Angelina M. Turco and Joseph C. Turco,

a deposit of Five Hundred and no/100 Dollars ($500.00)

to be applied as part payment of the purchase of Lots 10, 11, 12, and 13, Block F ~~Square~~, ~~with improvements thereon known as No.~~ "Fair Haven Cliffs" subdivision, as per plat filed among the records of Anne Arundel County, Maryland in Cabinet 1, Roq B, Plat 11, now Plat Book 1, page 26, together with improvements thereon, and situate in Anne Arundel County in the State of Maryland, upon the following terms of sale:

Total price of property Thirteen thousand and no/100 Dollars ($13,000.00

The purchaser agrees to pay Thirteen thousand and no/100 Dollars ($13,000.00 cash at the date of conveyance, of which sum this deposit shall be a part.

~~The purchaser is to assume, or else take title subject to, a first deed of trust recorded on the premises~~

~~Dollars ($)~~

due ~~, 195~~, bearing interest at the rate of ~~per cent~~ per annum, payable ~~~~

The balance of deferred purchase money is to be secured by a ~~deed of trust~~ on said property, to be paid in monthly ~~installments~~ of ~~Dollars ($)~~, or more, including interest at the ~~rate~~ of ~~per cent~~ per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.

~~The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.~~

~~Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer.~~

~~Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of examination of the title~~

~~Within forty-five days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.~~ *but in no event prior to the ratification of said sale by the Circuit Court for Anne Arundel County, Md.,

Settlement is to be made at the office of (Name of Broker)

~~the Title Company searching the title, and deposit with the Title Company~~ with (Name of Broker)

of the purchase money, the deed of conveyance for execution and such other papers as are required by either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed. Property is sold subject to an existing tenancy as follows: none

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by sufferance of the purchaser and hereby waives all notice to quit, as provided by the law. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinance or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof.. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

~~(Name of Broker)~~ his agent, the regular rate of commission amounting to $ and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction, of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said ~~(Name of Broker)~~

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns. #

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

*provided, however, that if upon presentation to the Circuit Court for Anne Arundel County, Md., the said Court refuses to approve the same, then thereafter this contract shall be null and void and the parties hereto release each other from it's terms.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Harry E. Nicodemus, Administrator of the Estate of Lottie Hunt (Seller) Angelina M. Turco (Purchaser)

(Seller) Joseph C. Turco (Purchaser)

Date of acceptance July 2, 195 8 (Address of Purchaser) (Phone)

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Property to be conveyed in the name of Angelina M. Turco and Joseph C. Turco, as tenants in common.

EXHIBIT "C"

LIBER 130 PAGE 313

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting in Equity

Harry E. Middleton, Jr.
Ancillary Administrator, Estate
of Mark Leslie Hull, Deceased,
R.F.D. 4, Box 56
Fairfax, Virginia,

Plaintiff

vs. Equity No. 12,760

Dorothy W. Hull, widow,
20 Bayard Lane
Princeton, New Jersey, and

Donald S. Hull, son,
8789 Daley Road
Cincinnati 25, Ohio, and

John W. Hull, son
88 Satterthwaite Avenue
Nutley, New Jersey,

Defendants

ORDER OF PUBLICATION

The object of this suit is to obtain a decree permitting the plaintiff to sell certain real estate of the decedent, Mark Leslie Hull, situate in Anne Arundel County, Maryland, known and described as Lots 10 to 13, Block F, Fair Haven Cliffs subdivision, as per plat thereof recorded among the plat records of said County, in Plat Book No. 1, Page 26, together with improvements thereon.

The bill states in substance that the decedent died intestate in the District of Columbia on or about March 13, 1957, leaving un-secured debts aggregating $6,088.75, besides funeral and administration costs, and an un-determined tax liability to the United States, certain personalty of an approximate value of $3,000.00, and the aforesaid realty of an appraised value of $12,500.00 subject to a first trust held by Workingmen's Building and Loan Association, Annapolis, Maryland of approximately $1,577.12 as of March 13, 1957; that plaintiff is the Administrator of the said estate in the District of Columbia and Ancillary Administrator in Anne Arundel County, Maryland, and prays for authority to sell said realty by reason of insufficient assets in said estate to pay the

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aforesaid debts.

It is thereupon ordered, this 11th day of July, 1958, by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, that plaintiff shall, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, Maryland, once a week in each of four (4) successive weeks before the 18th day of August, 1958, give notice to the said absent defendants of the object and substance of this Bill of Complaint and warning them to file their initial pleading on or before the 18th day of September, 1958, and to show cause, if any they may have, why a decree should not be passed as asked, or in the alternative, by personal service on the said non-resident defendants, or or before one month prior to the said 18th day of September, 1958.

George T. Cromwell
Clerk of the Circuit Court
for Anne Arundel County, Md.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting in Equity

Harry E. Middleton, Jr.
Ancillary Administrator, Estate
of Mark Leslie Hull, Deceased
R.F.D. 4, Box 56
Fairfax, Virginia,

Plaintiff

vs. : Equity No. 12,760

Dorothy W. Hull, widow
20 Bayard Lane
Princeton, New Jersey, and

Donald S. Hull, son
8789 Daley Road
Cincinnati 25, Ohio, and

John W. Hull, son
88 Satterthwaite Avenue
Nutley, New Jersey,

Defendants

ANSWER OF
JOHN W. HULL, DEFENDANT TO
BILL BY ADMINISTRATOR AGAINST
HEIRS-AT-LAW OF MARK LESLIE
HULL, DECEASED, FOR THE SALE
OF CERTAIN REAL ESTATE

To the Honorable, the Judges of said Court:

Comes now the defendant, John W. Hull, in Proper Person, and for Answer says:

1. That he can neither admit nor deny the allegations in the Bill of Complaint and submits his interests herein to the protection of this Honorable Court.

2. That he has no objection to this Honorable Court's granting the relief prayed in said Bill of Complaint.

And, as in duty bound, etc.

John W. Hull

John W. Hull, defendant
88 Satterthwaite Avenue
Nutley, New Jersey

Subscribed and sworn to before me this 15 day of

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Sept 15, 1958.

JOHN W. ARMSTRONG, JR. Notary Public
PHILA. PHILA. COUNTY, PA.
My Commission Expires Feb. 2, 1961

John W. Armstrong Jr.
Notary Public

I certify I mailed postpaid, a copy of the foregoing Answer to W. Perry Doing, 2413 Blueridge Avenue, Wheaton, Maryland, attorney for plaintiff, this 15 day of Sept., 1958.

John W. Hull
John W. Hull

LIBER 130 PAGE 317

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting in Equity

Harry E. Middleton, Jr.
Ancillary Administrator, Estate
of Mark Leslie Hull, Deceased
R.F.D. 4, Box 56
Fairfax, Virginia,

Plaintiff

vs. : Equity No. 12,760

Dorothy W. Hull, widow
20 Bayard Lane
Princeton, New Jersey, and

Donald S. Hull, son
8789 Daley Road
Cincinnati 25, Ohio, and

John W. Hull, son
88 Satterthwaite Avenue
Nutley, New Jersey,

Defendants

ANSWER OF

DOROTHY W. HULL, DEFENDANT TO BILL BY ADMINISTRATOR AGAINST HEIRS-AT-LAW OF MARK LESLIE HULL, DECEASED, FOR THE SALE OF CERTAIN REAL ESTATE

To the Honorable, the Judges of said Court:

Comes now the defendant, Dorothy W. Hull, in Proper Person, and for Answer says:

1. That she can neither admit nor deny the allegations in the Bill of Complaint and submits her interests herein to the protection of this Honorable Court.

2. That she has no objection to this Honorable Court's granting the relief prayed in said Bill of Complaint.

And, as in duty bound, etc.

Dorothy W. Hull
Dorothy W. Hull, defendant
20 Bayard Lane
Princeton, New Jersey

Subscribed and sworn to before me this 8 day of

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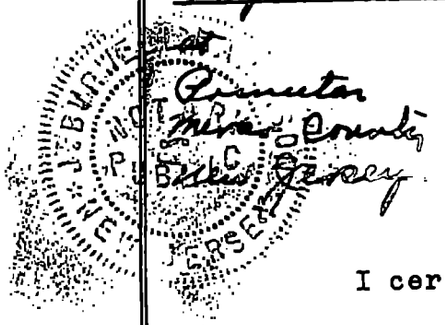
September 17, 1958.



at Princeton
Mercer County
New Jersey

J. B. Harrison
Notary Public
My commission expires 12/28/59

I certify I mailed postpaid, a copy of the foregoing Answer to W. Perry Doing, 2413 Blueridge Avenue, Wheaton, Maryland, attorney for plaintiff, this 17 day of September, 1958.

Dorothy W. Hull
Dorothy W. Hull

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LIBER 130 PAGE 319

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting in Equity

Harry E. Middleton, Jr.
Ancillary Administrator, Estate
of Mark Leslie Hull, Deceased
R.F.D. 4, Box 56
Fairfax, Virginia,

Plaintiff

vs. : Equity No. 12,760

Dorothy W. Hull, widow
20 Bayard Lane
Princeton, New Jersey, and

Donald S. Hull, son
8789 Daley Road
Cincinnati 25, Ohio, and

John W. Hull, son
88 Satterthwaite Avenue
Nutley, New Jersey,

Defendants

ANSWER OF

DONALD S. HULL, DEFENDANT TO BILL BY ADMINISTRATOR AGAINST HEIRS-AT-LAW OF MARK LESLIE HULL, DECEASED, FOR THE SALE OF CERTAIN REAL ESTATE

To the Honorable, the Judges of said Court:

Comes now the defendant, Donald S. Hull, in Proper Person, and for Answer says:

1. That he can neither admit nor deny the allegations in the Bill of Complaint and submits his interests herein to the protection of this Honorable Court.

2. That he has no objection to this Honorable Court's granting the relief prayed in said Bill of Complaint.

And, as in duty bound, etc.

Donald S. Hull
Donald S. Hull, defendant
8789 Daley Road
Cincinnati 25, Ohio

Subscribed and sworn to before me this 5th day of

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LIBER 130 PAGE 320

September, 1958.

Notary Public

RAY ROLL
Notary Public Hamilton County, Ohio
My Commission Expires Feb. 28, 1959

I certify I mailed postpaid, a copy of the foregoing Answer to W. Perry Doing, 2413 Blueridge Avenue, Wheaton, Maryland, attorney for plaintiff, this 5th day of September, 1958.

Donald S. Hull
Donald S. Hull

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LIBER 130 PAGE 321 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

No. 12,760 Equity

HARRY E. MIDDLETON, JR.
Attorney

Notice To Creditors

Notice is hereby given that the Subscriber, of Fairfax, Va., has obtained from the Orphan's Court of Anne Arundel County, in Maryland; Letters of ancillary administration on the estate of

MARK LESLIE HULL

late of Washington, D.C., deceased. All persons having claims against the deceased; are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the

13TH DAY OF APRIL, 1958;

They may otherwise, by law, be excluded from all benefit of said estate; All persons indebted to said estate are requested to make immediate payment;

Given under my hand this 3rd day of October, 1957;

HARRY E. MIDDLETON, JR.,
Anc. Admr. N-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1957

We hereby certify, that the annexed Notice to Creditors

Mark Leslie Hull

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 13th day of April, 1958. The first insertion being made the 10th day of October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 14419

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Exhibit

16

LIBER 130 PAGE 322

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Certificate of Publication of Notice to Creditors in the Estate of Mark Leslie Hull *late of said County deceased taken from* the original which is filed and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 9th *day of* October *in the year of our Lord, nineteen hundred and fifty* -eight.

H. Stanley Clark

Register of Wills for Anne Arundel County

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Case No 12760 in Equity

LIBER 130 PAGE 323

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REGISTER OF WILLS
FOR ANNE ARUNDEL CO. MD.

No. 12,760 Equity

THE STATE OF MARYLAND,

To Alfred H. Perrie
and
H. McPherson Hall

GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Mark Leslie Hull late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Owain E. Owens ESQUIRE,
Chief Justice of the Orphans' Court for Anne Arundel County, this 3rd day of October
in the year of our Lord one thousand nine hundred and fifty-seven

TEST H. Stanley Clark
Register of Wills for Anne Arundel County.

We Alfred H. Perrie and H. McPherson Hall
do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Mark Leslie Hull late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Alfred H. Perrie
H. McPherson Hall
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Alfred H. Perrie and H. McPherson Hall before the undersigned, a Register of Wills or Notary Public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 3rd day of October in the year of our Lord one thousand, nine hundred and fifty-seven

Edna E. Pearce
Deputy
Register of Wills or ~~Notary Public~~ for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Mark Leslie Hull late of Anne Arundel County, deceased, appraised by the subscriber Alfred H. Perrie and H. McPherson Hall jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

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Exhibit

Lots 10 to 13, Block F, Fair Haven Cliffs and improvements thereon $ 12,500.00

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LIBER 130 PAGE 325

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Mark Leslie Hull deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 17 day of Oct in the year of our Lord one thousand nine hundred and 57

Alfred H. Perrie [Seal.]

Thos. J. McPherson Hall [Seal.]

Appraisers.

Amount of Inventory as above - - - - - $12,500.00

Harry E. Middleton Jr.

Ancillary Administrator

District of Columbia

~~STATE OF MARYLAND~~

~~Anne Arundel County, Sct.~~

Be It Remembered And It Is Hereby Certified, That on this 18th day of November in the year of our Lord one thousand, nine hundred and fifty seven personally appeared Harry E. Middleton, Jr., Anc. Admr. of Mark Leslie Hull late of ~~Anne Arundel County~~ Washington, D. C., deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Mark Leslie Hull deceased, within the State of Maryland, that has come to his knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased in said State he will return an additional Inventory thereof.

Sworn to before the Subscriber,

Harry G. Muller

~~Register of Wills or~~ Notary Public ~~for Anne Arundel County~~.

HARRY G. MULLER
NOTARY PUBLIC, D. C.
My Commission Expires Feb. 28, 1959.

Please sign & make oath

PASSED BY ORDER OF COURT THIS 21" day of Nov. 1957.

Owain E. Owens, C.J.
Ernest A. McAllister, A.J.
Milton D. Clary, A.J.

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STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Inventory of Real Estate of Mark Leslie Hull *late of said County deceased taken from* the original which is filed and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 9th *day of* October *in the year of our Lord, nineteen hundred and fifty* -eight.

H. Stanley Clark

Register of Wills for Anne Arundel County

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting in Equity

Harry E. Middleton, Jr. Ancillary Administrator, Estate of Mark Leslie Hull, Deceased,	:	
Plaintiff	:	
vs.	:	Equity No. 12,760
Dorothy W. Hull, widow, et al,	:	
Defendants	:	

FINAL DECREE FOR THE SALE OF CERTAIN REAL ESTATE

The Bill of Complaint under oath of the plaintiff to sell certain real estate situate in Anne Arundel County as more fully described therein having been read and considered, and, it appearing that Ancillary Letters of Administration on the estate of Mark Leslie Hull, deceased, have been granted plaintiff as shown by Exhibit "A" to said Bill of Complaint, and that the plaintiff has published against creditors of said decedent as required by law as shown by the records of the Orphans Court for Anne Arundel County, Maryland, and it further appearing that the defendants, as the only heirs at law of said decedent have appeared herein and interposed no objection to the sale of the aforesaid property, and it further appearing that there are insufficient funds in said intestate's estate to pay just debts and claims and that plaintiff has received an offer to purchase said real estate for $13,000.00 cash as shown by Exhibit "C" to said Bill of Complaint which is $500.00 in excess of the value of said real estate as appraised by appraisers appointed by the Orphans Court for Anne Arundel County,

It is thereupon, this 14th day of October, 1958, by the Circuit Court for Anne Arundel County, Maryland, adjudged, ordered and decreed that for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate of said decedent, the real estate of said intestate,

FILED

1958 OCT 14 PM 1:27

22

Mark Leslie Hull, in these proceedings mentioned, or so much thereof as may be necessary for the purpose, be sold; that Kenny G. Middleton Jr. be, and he is hereby, appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows: He shall first file with the clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of $13,000.00, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale by private sale to Angelino M. Turco and Joseph C. Turco for the sum of $13,000.00 cash, and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit 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 purchasers and their heirs, the property and estate to them sold, being such interest, estate and otherwise that the said decedent and his heirs had in the same, free, clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, and the said trustee shall bring into this Court the money from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Matthew S. Evans
Judge

23

Judicial 10—MARYLAND—TRUSTEE TO LO LIBER 130 PAGE 329
LIBER 9 PAGE 451 No. 12,760 County

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Harry E. Middleton, Jr.
Ancillary Administrator of estate
Mark Leslie Hull, deceased

versus

Dorothy W. Hull, et al

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Harry E. Middleton, Jr

as Principal ,
and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Thirteen Thousand and no/100 -
Dollars ($13,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 14 day of October
in the year of our Lord one thousand, nine hundred and fifty-eight

WHEREAS THE ABOVE BOUNDEN Harry E. Middleton, Jr.

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

Harry E. Middleton, Jr
Ancillary Administrator estate of
Mark Leslie Hull, deceased
versus
Dorothy W. Hull, et al

now pending in said Court.

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

Harry E. Middleton, Jr

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

Harry E. Middleton (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Russell Riley
Attorney-in-fact

COUNTERSIGNED BY:

Countersigned by Resident Agent
State of Maryland.

FILED
1958 OCT 29 AM 9:54

Bond approved
October, 1958.
George T. Cromwell, Clerk

24

HARRY E. MIDDLETON, JR.
ANCILLARY ADMINISTRATOR,
ESTATE OF MARK LESLIE HULL,
DECEASED

Vs.

DOROTHY W. HULL, Widow, et al

NO. 12,760 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Harry E. Middleton, Jr., Ancillary Administrator of the Estate of Mark Leslie Hull, Deceased, respectfully shows:

That, pursuant to decree of this Honorable Court, dated the 14th day of October, 1958, your Orator filed his bond in these presents which bond was approved by this Court in the penalty of Thirteen Thousand Dollars ($13,000.00) and, thereupon, did agree to sell, at private sale, the property more particularly described in these presents, to Angelina M. Turco and Joseph C. Turco, for the sum of Thirteen Thousand Dollars ($13,000.00), in cash. And, further, this Orator shows that he has received from the purchasers a deposit of Five Hundred Dollars ($500.00) as provided in the contract of sale annexed, and he has been further advised that the mortgage of the Workingmen's Building and Loan Association of Annapolis, Maryland, has been heretofore assigned to Joseph C. Turco in order to prevent foreclosure proceedings which have previously been instigated by the said Workingmen's Building and Loan Association of Annapolis, Maryland. And your Orator further represents that the agreement signed herein by the purchasers indicated that they will comply with the Orders of the Court in this case presented and will further comply with the terms of said contract. And, further, your Orator states the said sale was fairly made.

Respectfully submitted,

Harry E. Middleton

Harry E. Middleton, Jr., Ancillary Administrator, Estate of Mark Leslie Hull, Deceased

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1959 JAN 15 PM 1:57

25

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 15th day of January, 1959, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry E. Middleton, Ancillary Administrator of the Estate of Mark Leslie Hull, Deceased, and made oath in due form of law that the matters and things set forth in aforegoing Report of Sale are true, and that the said sale was fairly made.

Witness my hand and seal Notarial.

Notary Public
Virginia Russell

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

ORDER NISI

HARRY E. MIDDLETON, JR.
Ancillary Administrator,
Estate of Mark Leslie Hull, Deceased

versus

DOROTHY W. HULL, Widow, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,760 Equity

Ordered, this 15th day of January, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Harry E. Middleton, Jr., Ancillary Administrator of the Estate of Mark Leslie Hull, deceased,

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 $ 13,000.00

FILED 1959 JAN 15 PM 1:57
True Copy,

Clerk.

TEST: Clerk.

(Final Order)

HARRY E. MIDDLETON, JR.,
Ancillary Administrator,
Estate of Mark Leslie Hull, Deceased

versus

DOROTHY W. HULL, Widow, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of February, 19 59, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 FEB 21 AM 11:55

27

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 333

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,760 Equity

HARRY E. MIDDLETON, JR., Ancillary Administrator, Estate of Mark Leslie Hull, Deceased
Versus
DOROTHY W. HULL, Widow, et al

Ordered, this 15th day of January, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Harry E. Middleton, Jr., Ancillary Administrator of the Estate of Mark Leslie Hull, deceased, 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 reports states that the amount of sale was $13,000.00.

GEORGE T. CROMWELL, clerk
True Copy: TEST:
GEORGE T. CROMWELL, clerk
F-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,760
Estate of Mark Leslie Hull, Deceased

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of February, 1959. The first insertion being made the 17th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16424 1959 FEB 17 AM 2:24 By Hazel Tilghman

28

Harry E. Middleton, Jr., Ancillary Administrator, Estate of Mark Leslie Hull, deceased	)(	No. 12,760 Equity
	)(	Inthe Circuit Court
vs.	)(	for
	)(	Anne Arundel County
Dorothy W. Hull, Widow, et al	)(	

ORDER OF COURT

It is hereby ORDERED this nineteenth day of August, 1959, by the Circuit Court for Anne Arundel County, in Equity, that T. Carroll Worthington and Royal H. Wigley be, and they are hereby, appointed appraisers for the purpose of making a prompt appraisal of the property of Mark Leslie Hull, deceased, and making a report thereof, to be filed in these proceedings, within fifteen days from the date of this order.

Benjamin Michaelson
JUDGE

FILED
1959 AUG 19 PM 1:55

29

Route 4, Box 82A
Annapolis, Maryland
September 1, 1959

Honorable Benjamin Michaelson
Court House
Annapolis, Maryland

Dear Sir:

Pursuant to an order of the Court I made an appraisal of the Leslie Hall property at Fair Haven Cliffs.

The property, in the 7th District of Anne Arundel County, is known as Lots 10, 11, 12 and 13, Block F, Fair Haven Cliffs, as shown on Plat Book K1, Page 26, Land Records of Anne Arundel County.

Improvements consist of a masonry and stucco bungalow 43 feet by 24 feet containing a living room, two bedrooms, kitchen, bath, space heater and screened porch 12 feet by 24 feet, together with a masonry garage 14 feet by 20 feet, all in good condition.

The lot is well fenced, has shrubbery and a patio.

In my opinion a fair market value for the property would be $12,500, broken down as follows:

Dwelling	$8,500
Garage	1,000
Fencing and Patio	500
Lot	2,500

Sincerely yours,
Royal H Wigley
Royal H. Wigley

FILED
1959 SEP -1 AM 11:57

LIBER 130 PAGE 336

TOWNS-WORTH BUILDING
SOUTH STREET
COlonial 3-2525

T. CARROLL WORTHINGTON
REALTOR
ANNAPOLIS, MARYLAND

August 27th, 1959.

TO WHOM IT MAY CONCERN:

This is to certify that I have inspected the property assessed to Leslie Hull, situate in the Seventh District of Anne Arundel County, Maryland, and known as Lots No. 10,11,12 and 13 Block F, Fair Haven Cliffs, as shown in Plat Book 1 page 26 of the Land Records of Anne Arundel County.

This property is improved by a Spanish type bungalow 43 x 24 with a screened side porch 12 x 24 and a Masonry Garage 20 x 14, both in good condition.

The dwelling contains a Kitchen, Dining room, Living room, 2 bedrooms and bath and is heated with space heaters.

The whole property is enclosed by a wood picket fence and the grounds are well planted. It has a concrete retaining wall holding the terrace, concrete walks and patio. There is [illegible] well and ceptic tank.

It is my opinion that the fair market value of this property at this date is $11,210.00.

Respectfully submitted,

T. Carroll Worthington
Realtor and Appraiser.

31

LIBER 130 PAGE 337

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting in Equity

Harry E. Middleton, Jr., Ancillary Administrator, Estate of Mark Leslie Hull, Deceased :

vs. : Equity No. 12,760

Dorothy W. Hull, Widow, et al :

ORDER OF PUBLICATION

Upon consideration of the proceedings in the above captioned matter, the sale by Harry Middleton, Jr., Ancillary Administrator and Trustee, of certain real estate of the Decedent having been ratified and confirmed, it is this 8th day of September, 1959, by the Circuit Court for Anne Arundel County, Maryland,

ORDERED that Harry Middleton, Jr., Ancillary Administrator and Trustee in the above cause named, give notice to all persons having claims against the Estate of Mark Leslie Hull, Deceased, to file their claims, properly authenticated, with the Clerk of this Court on or before the 16th day of December, 1959, by causing a copy of this Order to be published in some newspaper in the City of Annapolis once a week for ~~three~~ four successive weeks before the 19th day of October, 1959, next.

Benjamin Middleton
Judge

FILED

1959 SEP -8 AM 11:26

32

W. Perry Doing, Atty.
11220 Grandview Avenue
Wheaton, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND
Sitting In Equity
No. 12,760

HARRY E. MIDDLETON, JR.
Ancillary Administrator,
Estate of Mark Leslie Hull,
Deceased

vs.

DOROTHY W. HULL, Widow, et al

Order Of Publication

Upon consideration of the proceedings in the above captioned matter, the sale by Harry Middleton, Jr., Ancillary Administrator and Trustee, of certain real estate of the Decedent having been ratified and confirmed, it is this 8th day of September, 1959, by the Circuit Court for Anne Arundel County, Maryland,

ORDERED that Harry Middleton, Jr., Ancillary Administrator and Trustee in the above cause named, give notice to all persons having claims against the Estate of Mark Leslie Hull, Deceased, to file their claims, properly authenticated, with the Clerk of this Court, on or before the 16th day of December, 1959, by causing a copy of this Order to be published in some newspaper in the City of Annapolis once a week for four successive weeks, before the 19th day of October, 1959, next.

BENJAMIN MICHAELSON,
Judge

True Copy, Test:
GEORGE T. CROMWELL, Clerk
O-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 338

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1959

We hereby certify, that the annexed

Order of Publication
Eq. 12,760
Mark Leslie,
Deceased

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of October, 1959. The first insertion being made the 10th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 11122 1959 OCT -5 PM 2:04 By H. Tilghman

93

LIBER 130 PAGE 339

HARRY E. MIDDLETON, JR.	IN THE
Petitioner	CIRCUIT COURT
vs.	FOR
	ANNE ARUNDEL COUNTY
DOROTHY W. HULL, widow, et al	
Respondents	EQUITY NO. 12,760

- - - - - - - -

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Joseph C. Turco and Angelina M. Turco by Childs and Bald, their attorneys, respectfully represents:

1. That Joseph C. Turco has assigned his rights in the contract of sale filed herein to Angelina M. Turco.

2. That attached hereto is the agreement of Angelina M. Turco to undertake all the obligations of your Petitioner by virtue of said contract.

3. That also attached hereto is the assent of Harry E. Middleton to the substitution of Angelina M. Turco as sole purchaser.

4. That although said sale was originally ratified as of the 21st day of February, 1959, this Honorable Court in effect revoked ratification pending additional testimony and hearings on claims. Should your Petitioner or his proposed substituted purchaser be compelled to pay interest on the unpaid purchase price from the date of original ratification, he would be unduly penalized through no fault of his own.

TO THE END, THEREFORE:

1. That Angelina M. Turco be substituted as sole purchaser for the property herein.

2. That Your Honors may set a new date from which to compute the running of interest on the unpaid purchase price.

And for such other and further relief as Your Petitioners cause may

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1960 JUN 16 PM 1:58

34

require.

Joseph C. Turco

Angelina M. Turco

CHILDS AND BALD

By Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

ASSIGNMENT

For value received, I hereby sssign all my rights to purchase Lots 10, 11, 12, 13, Block F. Fsirhaven Cliffs, unto Angelina M. Turco.

AS WITNESS my hand and seal this 2nd day of June, 1960.

Joseph C. Turco (SEAL)

AGREEMENT TO PURCHASE

I, Angelina M. Turco, of Washington, D. C., do hereby undertake snd agree to fulfill sll the obligstions of Joseph C. Turco srising out of his agreement to purchase Lots 10, 11, 12, 13, Block F, of Fairhaven Cliffs, as set forth in the Contract dated the day of , by snd between the undersigned snd Joseph C. Turco, purchasers, and Harry E. Middleton, Jr., sncillary administrator of the estate of Mark Leslie Hull, deceased.

Angelina M. Turco (SEAL)
Angelina M. Turco

CONSENT TO SUBSTITUTION OF PURCHASER

I, Harry E. Middleton, Jr., ancillary administrstor of the estate of Mark Leslie Hull, deceased, do hereby assent to the passage of a decree suthorizing the substitution of Angelina M. Turco for Joseph C. Turco in the matter of the purchase of Lots 10, 11, 12, 13, Block F, of the subdivision known as Fairhaven Cliffs, which substitution has been petitioned of the Circuit Court for Anne Arundel County.

Harry E. Middleton (SEAL)
Harry E. Middleton, Jr.
Ancillary Administrator

LIBER 130 PAGE 342

HARRY E. MIDDLETON, JR.	:	IN THE
Petitioner	:	CIRCUIT COURT
vs.	:	FOR
DOROTHY W. HULL, widow, et al	:	ANNE ARUNDEL COUNTY
Respondents	- - - -	EQUITY NO. 12,760

ORDER

ORDERED this 20th day of June, 1960, on the aforegoing Petition that Angelina M. Turco be, and she is hereby, substitute purchaser in place and stead of Joseph C. Turco.

AND it is further ADJUDGED, ORDERED and DECREED that interest on the balance of the purchase money due by purchasers to Harry E. Middleton, Jr., ancillary administrator, shall commence to run as of the 30th day of March, 1960

Matthew S. Evans
JUDGE

FILED
1960 JUN 20 PM 2:24

37

In the Case of

Harry E. Middleton, Jr.,
Ancillary Administrator of
Estate of Mark Leslie Hull, deceased
vs.
Dorothy W. Hull, Widow, and
Donald S. Hull, son, and
John W. Hull, son

In the

Circuit Court

For

Anne Arundel County

No. 12,760 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 5, 1961

Laura K. Jacklung
Auditor.

FILED
1961 APR 26 PM 3:17

In the Case of

38

In the

Dr. Harry E. Middleton, Jr., Ancillary Administrator, Estate of Mark Leslie Hull, deceased, vs. Dorothy W. Hull, et al

in ac.

To Trustee for Commissions, viz:	427 19	427 19
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs to 3/3/59	54 25	
Clerk of Court - final Court costs	24 50	
John G. Rouse, Jr. - Examiner's fee	10 00	
Shirley M. Miller - Stenographer's fee (testimony)	30 00	
Shirley M. Miller - Stenographer's fee (hearing)	5 00	
Auditor - stating this account	67 50	
		201 25
To Trustee for Expenses, viz:		
Capital-Gazette Press - notice to creditors	45 52	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	12 00	
T. Carroll Worhtington - appraisal and affidavit	25 00	
Royal H. Wigley - appraisal and affidavit	25 00	
U.S. Fidelity & Guaranty Co.- 1958 bond premium	52 CO	
U.S. Fidelity & Guaranty Co. - 1959 and 1960 renewal premiums	104 CO	
Reg. of Wills, Wash., D. C. - certified copy	4 66	
One-half Federal documentary stamps	7 15	
One-half State documentary stamps	14 30	
Notary fees	2 00	
W. Perry Doing - fee for legal services to Trustee (Order 3/23/61)	500 00	
W. Perry Doing - Sheriff's costs advanced to Sheriffs of Hamilton County, Ohio, Essex Co., N. J., and Mercer Co., N.J.	14 47	
W. Perry Doing - telephone and telegrams	10 60	824 70
To Trustee for Taxes, viz:		
1959 State and County taxes	120 51	
1960 State and County taxes - adjusted to 7/22/60	33 45	153 96
To Trustee for Liens, viz:		
(1) Workingmen's Building & Loan Ass'n- balance principal of mortgage and interest to 7/22/60	2,656 00	
Clerk of Court - recording release of mortgage	6 00	
(2) County Trust Co. of Md. - in full settlement judgment claim in #4723 Law, viz:		
Balance principal and interest to 7/22/60 $320.53		
Court costs 21.42		
Attorney's fee 60.00	401 95	3,063 95

To Trustee for Administration Expense in Anne Arundel County (Order of 12/22/60) viz:				
Register of Wills - Court costs	15	75		
H. McPherson Hall - Appraiser's fee	10	00		
Alfred H. Perrie - appraiser's fee	10	00		
Capital-Gazette Press - notice to creditors	8	00		
Henry M. Murray, Agent - insurance on dwelling and contents (1959)	29	40		
Register of Wills - final administration costs	5	50		
			78	65
To Trustee for Claims Allowed by Order of Court dated 3/30/60, viz:				
(1) William E. Summerbell - claim filed on promissory note, checks and open account	1,515	71		
(2) Angelina M. Turco - claim for sums advanced for food, utilities, taxes and payments on mortgage	2,559	00		
(3) Louis Turco - claim for repairs to dwelling, material and labor furnished, etc	1,341	00		
			5,415	71
To Harry E. Middleton, Jr., administrator of Estate of Mark Leslie Hull in the District of Columbia - this balance as per Order of Court dated 3/22/61	3,074	17	3,074	17
			13,239	58

with Harry E. Middleton, Jr., Trustee Cr.

1960				
July	22	Proceeds of Sale (Contract dated 7/2/58 and ratified by Court on 2/21/59)	13,000 00	
		Interest on deferred payment of $12,500.00 from 3/30/60 to 7/22/60 - 115 days (Order 6/20/60)	239 58	13,239 58
				13,239 58

LIBER 130 PAGE 347

ORDER NISI

Harry E. Middleton, Jr., Ancillary Administrator, Estate of Mark Leslie Hull, deceased

VERSUS

Dorothy W. Hull, Widow, Donald S. Hull, son, and John W. Hull, son

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,760 Equity.

ORDERED, This 26th 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 6th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of June next.

George T. Cromwell Clerk

FILED 1961 APR 26 PM 3:17

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of June, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Brian Duckett

FILED 1961 JUN 7

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 348

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 24, 1961

We hereby certify, that the annexed

Order Nisi Eq 12,760

Auditor's Account

Dorothy W. Hull

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of June, 1961. The first insertion being made the 4th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,760 Equity

HARRY E. MIDDLETON, JR., Ancillary Administrator. Estate of Mark Leslie Hull, deceased

versus

DOROTHY W. HULL, Widow, DONALD S. HULL Son, and JOHN W. HULL, Son

Ordered, this 26th 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 5th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

M-18

FILED

MAY 24 PM 2:12

No. M. G. 20759 1961

42

LIBER 130 PAGE 349

WILLIAM S. BIRD Sandy Spring, Maryland PLAINTIFF vs. JAMES B. BIRD, a minor Sandy Spring, Maryland DEFENDANT	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13892 EQUITY

: : : : : : : :

PETITION FOR
SALE IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William S. Bird, by Childs and Bald and Hinkley and Singley, his attorneys, respectfully represents unto your Honors:

1. That the Plaintiff and Defendant are the sole heirs at law of Jacob W. Bird and Jean Skinner Bird, late of Montgomery County, deceased. The said James B. Bird is nineteen (19) years of age.

2. That Jacob W. Bird during his lifetime was seized and possessed of two tracts of land situated in Anne Arundel County, the first of which consists of 257 acres of land, more or less, and being more particularly described in a deed dated the 4th day of February, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 196, folio 194 from Aline Bird Lee, et al, to Jacob W. Bird, and the second containing 56.5 acres of land, which was purchased by Jacob W. Bird from J. Irving Bird, Jr. and wife by deed dated the 16th day of March, 1948, and recorded among the Land Records of said county in Liber J.H.H. 506, folio 571, a certified copy of said deeds are filed herewith marked respectively Plaintiff's Exhibits 1 and 2 and are prayed to be taken a part hereof.

3. Jacob W. Bird, father of the parties hereto, was killed in an automobile accident on October 25, 1959 and by virtue of the terms of his Last Will and Testament, duly admitted to probate by the Orphans Court for Montgomery County on the 4th day of November, 1959, devised all his property to his wife, Jean Skinner Bird, a certified copy of said Will is filed herewith and marked Plaintiff's Exhibit 3 and is prayed to be taken a part hereof.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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4. Jean Skinner Bird, wife of Jacob W. Bird, was killed as a result of the same automobile accident but predeceased Jacob W. Bird. The said Jean Skinner Bird died intestate and letters of administration were granted in her estate by the Orphans Court for Montgomery County.

5. Your petitioner further states that the real estate owned by the father of the parties hereto, Jacob W. Bird, at the time of his death, is incapable of division in kind between the parties hereto and he therefore seeks a sale in lieu of partition pursuant to the provisions of the Annotated Code of Maryland, 1957 Edition, Article 16, Section 154.

6. Your petitioner further alleges that James B. Bird, uncle of the defendant, James B. Bird, whose address is c/o Baltimore National Bank, Baltimore 3, Maryland, has been duly appointed guardian of the said minor defendant as will appear by reference to guardian certificate issued by the Orphans Court for Montgomery County, which certificate is filed herewith and marked Plaintiff's Exhibit 4 and prayed to be taken a part hereof.

7. The Plaintiff and the said James B. Bird, guardian, have agreed to convey the real estate aforementioned unto Matthias Geard Mueller at and for the sum of Eighty Two Thousand Dollars ($82,000.00), which sum your petitioner avers as a reasonable price for said property, and the sale would be of advantage to the infant defendant. A copy of the sales contract is filed herewith and marked Plaintiff's Exhibit 5 and prayed to be taken a part hereof. However, being an infant, the sale cannot be consummated without the approval of this Honorable Court.

TO THE END, THEREFORE,

1. That your Honors may decree sale of the real estate of Jacob W. Bird in lieu of partition thereof.

2. That your Honors may ratify and confirm the contract of sale between your Petitioner and Matthias Geard Mueller.

3. That your Petitioner may be afforded such other and further relief as his cause may require.

Respectfully submitted.

William S. Bird

William S. Bird

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

CHILDS AND BALD

By: Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

HINKLEY AND SINGLEY

By: J. Royall Tippett, Jr.

J. Royall Tippett, Jr.
806 Maryland Trust Building
Baltimore 2, Maryland
Plaza 2-7943

WILLIAM S. BIRD Sandy Spring, Maryland Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
JAMES B. BIRD, a minor Sandy Spring, Maryland Defendant	:	NO. 13,892 EQUITY

: : : :

ANSWER OF GUARDIAN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

James B. Bird, guardian of James B. Bird, a minor, respectfully represents:

1. The said James B. Bird being a minor can neither admit nor deny the allegations of the Bill of Complaint against him exhibited and, therefore, submits his cause to the protection of this Honorable Court.

James B. Bird, Guardian

James B. Bird, guardian of
James B. Bird, a minor

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LIBER 130 PAGE 353

WILLIAM S. BIRD Sandy Spring, Maryland PLAINTIFF vs. JAMES B. BIRD, a minor Sandy Spring, Maryland DEFENDANT	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13.89 EQUITY

- - - - - - - - -

PETITION TO APPOINT GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William S. Bird, by his attorneys Childs and Bald, respectfully represents unto your Honors:

FIRST: That James B. Bird, Guardian of James B. Bird the minor defendant in these presents, has filed an answer on the behalf of the minor neither admitting nor denying the admissions of the Bill of Complaint against him exhibited.

SECOND: In view of the fact that James B. Bird has been appointed legal guardian for his nephew, James B. Bird the defendant herein, the petitioner suggests that your Honors may also appoint James B. Bird as Guardian Ad Litem for the minor defendant in these presents.

Respectfully submitted,

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191
Attorneys for petitioner

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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WILLIAM S. BIRD Sandy Spring, Maryland PLAINTIFF vs. JAMES B. BIRD, a minor Sandy Spring, Maryland DEFENDANT		IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,892 EQUITY

- - - - - - - - - -

ORDER

ORDERED, this 12th day of Aug., 1960, by the Circuit Court for Anne Arundel County in Equity, on the aforegoing petition that James B. Bird, Uncle of the minor defendant James B. Bird, be and he is hereby appointed Guardian Ad Litem for said infant defendant, and leave is hereby given for the plaintiff to take testimony in these presents to support the allegations contained in the Bill of Complaint.

Matthew S. Evans
Judge

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LIBER 130 PAGE 355

WILLIAM S. BIRD,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
JAMES B. BIRD, a minor	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 13,892 EQUITY

:::::::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

August 15, 1960

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiff

Mr. J. Royall Tippett, Jr., Solicitor for Plaintiff

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

Mrs. Shirley Miller, Court Stenographer

Witnesses:

James B. Bird, pages 2 - 7

T. Carroll Worthington, pages 8 - 10

Henry M. Murray, pages 11 - 12

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Tippett - The purpose of this suit sale as set forth in the bill is to approve a sale that has been made by Mr. Bird, who is Guardian for James B. Bird, a minor, his nephew, of real estate in Anne Arundel County.

James B. Bird, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Tippett)

1. Your name is James B. Bird, is that correct?

A. That is correct.

2. And where do you reside?

A. 3035 Abell Avenue, Baltimore 13, Maryland.

3. What is your occupation?

A. I am employed by the Baltimore National Bank as Trust Officer.

4. What relation were you to Jacob W. Bird, whose will is filed as an exhibit in this case?

A. He was my brother.

(LAST WILL AND TESTAMENT OF JACOB W. BIRD FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

5. What relation are you to William S. Bird, the plaintiff in this case?

A. He is my nephew.

6. When did Jacob W. Bird die?

A. Jacob W. Bird and Jean S. Bird, his wife, died on October 24th, 1959. They died as a result of an automobile accident and Jean S. Bird died first and was survived by a few hours by Jacob W. Bird.

7. Did Jacob W. Bird and Jean S. Bird have any other children besides William S. Bird, the plaintiff?

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A. Yes, one. James B. Bird.

8. Were you appointed Guardian of James B. Bird by the Orphan's Court of Montgomery County?

A. Yes, I was.

(GUARDIAN CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

9. James B. Bird was named as defendant in this case, was he not?

A. Yes.

10. Did Doctor and Mrs. Bird have any other descendants beside James B. Bird and William S. Bird?

A. They did not have any other common descendants. However, Doctor Jacob W. Bird, by a previous marriage, was also survived by three children, two daughters and a son. They are Helen Bird Wetland, Jane Delacey Bird, and Jacob W. Bird, Jr. Mrs. Bird had no other children or descendants.

11. Are these other children you have just mentioned of age?

A. Yes.

12. Where do they reside?

A. The son, Jacob W. Bird, Jr., lives in Huntsville, Alabama, and the two daughters live in Baltimore City.

13. How old is the defendant, James B. Bird?

A. Nineteen on July the 6th, 1960.

14. How old is the plaintiff, William S. Bird?

A. He was twenty three in July, 1960. I think on the 9th.

15. Where did Doctor Jacob W. Bird and Mrs. Jean S. Bird live before their death?

A. Sandy Spring Montgomery County, Maryland.

16. Did you qualify as Administrator, C.T.A. in the Orphan's Court for Montgomery County, of the estate of Jacob W. Bird?

A. I did.

(LETTERS OF ADMINISTRATION -JACOB W. BIRD - FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

17. Was any proceeding taken in connection with the estate of Jean S. Bird in Montgomery County?

A. Yes.

18. Did you qualify as Administrator?

A. I did.

(LETTERS OF ADMINISTRATION -Jean S. Bird - FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

19. At the time of his death did Doctor Bird own property in Anne Arundel County, Maryland?

A. Yes.

20. Was this property known as "Mary's Mount"?

A. Yes.

21. As a matter of fact, Mr. Bird, "Mary's Mount" was your family place, was it not?

A. It was.

22. How many acres of land - Strike that.

22. Is that where you grew up as a boy?

A. Yes, and my grandfather, too.

23. And was the property owned by Doctor Bird at the time of his death?

A. Yes.

(DEED DATED FEBRUARY 4, 1939 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

(DEED DATED MARCH 16, 1948 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

24. Mr. Bird, what is the status of the property known as "Mary's Mount" at the present time?

A. This property is a farm consisting of two tracts of land totaling approximately 310 acres, with various accessory buildings and was farmed by Doctor Bird during his life time. The property functioned as a unit. Most of the accessory buildings are located in a central area near the house. There are two tobacco barns a good distance away from the group of accessory buildings. At the present time the property is vacant and is not being farmed, and, of course, is deteriorating.

25. Mr. Bird, do you consider that this property is divisible between the two sons of Doctor Bird?

A. I do not. It could not be divided without destroying it as a unit and rendering it unsatisfactory for cultivation as a farm.

26. Do you consider the sale of the property to be to the advantage of James B. Bird, minor, the defendant in this case?

A. I do.

27. What are your reasons?

A. Neither of the boys is interested in farming or in living on the place. Of course, the farm being unproductive, they do not have the benefit of the income that they would have if it were sold and the proceeds invested.

28. Did you enter into a contract as guardian for James B. Bird for the sale of this property?

A. I did.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

29. What was the amount of the purchase price?

A. Eighty two thousand dollars ($82,000.00). This includes the land and improvements but no farm equipment.

30. Was the property appraised in the Orphan's Court for Montgomery County?

A. Yes.

31. What was the amount of the appraisal of the property?

A. Seventy eight thousand ($78,000.00).

32. After entering into this contract which has been filed, did you receive any other offer for the property?

A. Yes.

33. Was it submitted through the same broker who submitted the contract?

A. Yes.

34. And what was the offer?

A. Ninety six thousand dollars which included all of the farming equipment, which equipment was appraised at $14,065.00.

35. The $14,065.00 is the appraisal value in the Orphan's Court Inventory for Montgomery County?

A. It is, right.

36. Do you consider the contract which you signed more advantageous to the infant, James B. Bird, than the offer that was later made?

A. Yes. Having signed the contract we considered that it would be best to sell the farm equipment at public auction and not to tie the two sales together. We have accordingly arranged for a public sale of

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the farm equipment and expect that the total of the two sales will at least aggregate the second offer of $96,000.00.

37. Did you advise your real estate broker that you were going to conduct proceedings to have the sale, which you made of the real estate, ratified?

A. Yes, I did. I also told him that if the proposed purchaser wanted to persue his offer he could come into Court in this case and do so.

13

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 James B. Bird.....

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

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

A. T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland.

2. What is your occupation?

A. Realtor.

3. And how long have you been a realtor?

A. Since 1923.

4. Have you conducted appraisals for banking institutions or agencies of the Federal and State Governments?

A. I have.

5. What are they?

A. U. S. Government, State Government, County Government, State Roads Commission, Building Associations, Riggs Bank, Annapolis Banking and Trust Company.

6. Have you qualified as an expert in any Court or Courts?

A. I have.

7. Would you name them please?

A. Both Federal, Baltimore and the Court here.

8. Mr. Worthington, at my request did you have occasion to appraise the property owned by Jacob W. Bird, Sr., known as "Mary's Mount" which is situated near Harwood in the First Election District of Anne Arundel County?

A. I did.

9. Will you describe the property for the Court please?

A. The property consists of two tracts of land adjoin-

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ing and operated as one and should be considered as one. It is located about one mile north east of Harwood and is reached by a right of way which is gravel about three quarters of a mile off of Maryland Route 2. None of the farm borders on the highway. The two tracts are known as"Mary's Mount", containing 255 acres and Dryad Hill containing 56½ acres. The main dwelling and all buildings except one tobacco barn is on the property known as Mary's Mount. This property is improved by the following buildings. The main dwelling, which is colonial, part of it was built in 1741, is 2½ story, frame with brick gable ends, with a one and a half story frame addition, composition roof. It has a center hall and two living rooms with fireplaces, dining room, kitchen, four bedrooms, one full bath, two lavatories, one fourth basement, oil hot air heat, brick foundation with outside cellar entrance. The walls are plaster and the floors are good random width. There are two tenant houses, one story frame, composition roof, each having four rooms and bath and are heated by a space heater. There was also an implement shed, pump house, stable, three tobacco barns, and a cattle barn.

10. What is the condition of the farm today, Mr. Wathington?

A. The farm has been well taken care of and the land is in excellent condition with about one half in crops and the balance in woods, meadow and swamp land. It is fenced and has a stream in every field.

11. As a result of your investigation have you formed an opinion as to the true market value of the property you have just described?

A. I have.

12. And what is that value?

A. Seventy five thousand dollars ($75,000.00).

13. Mr. Worthington, in your opinion, would the property just described, be capable of division between the parties to this suit without loss or damage to either?

A. It would not. It couldn't be divided.

14. Why would you say that?

A. You couldn't split the farm in any way. Most of the buildings are on one part of the farm. You could never make two units out of it.

15. And in your opinion the purchase price of $82,000.00 as represented by the contract filed in this case, would that be advantageous to the minor?

17

A. It certainly would be.

QUESTION BY THE EXAMINER:

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

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

Answer .....

Signature .....

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Henry M. Murray, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

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

A. Henry M. Murray. Business address, Towns-Worth Building. Home address is Harwood.

2. Mr. Murray, what is your occupation?

A. Insurance.

3. And how long have you been engaged in that occupation?

A. Since 1932.

4. In line with your business have you had occasion to appraise real property in Anne Arundel County?

A. For insurance pay off purposes every day, as to sound value.

5. Were you appointed by the Orphan's Court for Montgomery County as appraiser in the estate of Jacob W. Bird, Sr.?

A. Yes.

6. Now in line with that appointment did you have occasion to fix an appraisal on the property known as "Mary's Mount" and Dryad Hill, located in the First Election District of Anne Arundel County?

A. I did.

7. Will you describe the property? Was it essentially as Mr. Worthington described it?

A. Yes.

8. Would you want to improve on that?

A. I don't think so.

9. Now did you form an opinion as to the true market value of this property?

A. Yes, I did.

10. And what is that opinion?

A. Estimated sound value of the farm and improvements is $78,000.00. Improvements, farm improvements, $48,000.00 and $30,000.00 on the house and grounds.

11. Mr. Murray,in your opinion would this farm be capable of division in kind between the parties hereto, without loss or damage to either of them?

A. No.

12. Why do you say that?

A. It is three quarters of a mile back from the road, the right of way comes into the main dwelling. If you divided it you would have to pass by the main dwelling. The original entrance to Dryad Hill section came in from the other end of the property and part of it was sold off so it is in there by itself, just a little inaccessible section.

13. The main dwelling house would not be reasonably capable of division into two dwelling units, could it?

A. No, it could not be.

14. Do you feel that the contract representing the purchase price of $82,000.00 for the land and improvements would be to the advantage of the minor defendant in this case?

A. Yes.

QUESTION BY THE EXAMINER:

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

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

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

Signature .....[illegible].....

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

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

Witness my hand and seal this 23rd day of August, 1960.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $10.00

S.M. $12.00

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LIBER 130 PAGE 369 No. 13,892 Equity

I, JACOB W. BIRD, of Montgomery County, State of Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, do make, publish and declare this to be my last Will and Testament, hereby revoking all other Wills or Codicils heretofore by me made.

After payments of all my just debts and funeral expenses I hereby give, devise and bequeath all of my property of whatever description, whether real, personal or mixed, wheresoever situate unto my wife Jean Skinner Bird, absolutely.

I hereby appoint my said wife the sole executrix of this my last will and testament and request that she be excused from the necessity of giving bond as such executrix.

I appoint my said wife sole guardian of all of my minor children.

In witness whereof I have hereunto subscribed my name and affixed my seal this 16 day of February, A.D.,1943

Signed Jacob W. Bird (SEAL)

Signed, sealed, published and declared by the above named testator as and for his last Will and Testament in the presence of us, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Signed Chas, C. Tumbleson

Signed Anne Lea Jones

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Examiner's Exhibit No. 1
Bird v. Bird Equity No 13,892
John S. Rowe Jr. Examiner

Plaintiff's Exhibit #3

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1960 JUL 25 AM 10:27

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LIBER 130 PAGE 370

Guardian Certificate No. 13,892 Equity

State of Maryland, Montgomery County, Sc:

THE SUBSCRIBER, Louise G. Trevey, Deputy Register of Wills for Montgomery County, does hereby certify that on the 18th day of November 19 59, James B. Bird was by the Orphans' Court of Montgomery County, appointed Guardian to James Brayshaw Bird heir and representative of Jacob W. Bird and Jean S. Bird late of Montgomery County, deceased, James B. Bird having given Bond in the penalty of the sum of $ 15,000.00, with Fidelity and Deposit Company of Maryland as sureties, approved by the Orphans' Court of Montgomery County for the faithful performance of his duty as Guardian to said Infant.

IN TESTIMONY WHEREOF, I hereunto subscribe my name, and affix the seal of my office this 20th day of November in the year of our Lord, nineteen hundred and fifty-nine.

Louise G. Trevey
Deputy Register of Wills for Montgomery County

C-1139

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Examiner's Exhibit No 2
Bird v. Bird, Equity No 13792
John S. Rowe 2. Exam

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Plaintiff's Exhibit #4 1960 JUL 25 AM 10:27

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LIBER 130 PAGE 371

State of Maryland, Montgomery County, Sc.:

THE SUBSCRIBER, Register of Wills for Montgomery County, doth hereby certify that it appears by the Records of his office, that LETTERS OF ADMINISTRATION C. T. A. of all the goods, chattels and personal estate of Jacob W. Bird, deceased, was on the 4th day of November in the year of our Lord one thousand nine hundred and fifty-nine, granted and committed unto James B. Bird (He having filed his bond approved by the Court) who was then and there appointed Administrat or C. T. A. of the said deceased,, and that said Letters are in Full Force and Effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name, and affix the seal of my office this 9th day of November in the year of our Lord nineteen hundred and fifty-nine

TEST:

Virginia M. Black
Register of Wills for Montgomery County

Examiner's Exhibit No. 2
Bird v. Bird, Equity No. [illegible]
[illegible]

Case No. 11795

MC 94

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1960 AUG 23 PM 3:59

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LIBER 130 PAGE 372

State of Maryland, Montgomery County, Sc.:

THE SUBSCRIBER, Deputy Register of Wills for Montgomery County, doth hereby certify that it appears by the Records of his office, that LETTERS OF ADMINISTRATION .....of all the goods, chattels and personal estate of Jean S. Bird, deceased, was on the 18th day of November in the year of our Lord one thousand nine hundred and fifty-nine, granted and committed unto James B. Bird (He having filed his bond approved by the Court) who was then and there appointed Administrator of the said deceased,, and that said Letters are in Full Force and Effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name, and affix the seal of my office this 20th day of November in the year of our Lord nineteen hundred and fifty-nine

TEST:

Louis E. Dreyer
Deputy Register of Wills for Montgomery County

Case No. 11813

Examiner's Exhibit No. 4
Bird v. Bird, Equity No. 13,852
Jos. S. Rowland, Exam.

MC 94

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1960 AUG 23 PM 3:59

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LIBER 130 PAGE 373

Int. Rev. Stamp $6.00 - Md.State Stamp $6.00.

THIS DEED, Mede thie 4th dey of Februery in the year nineteen hundred end thirty-nine, by end between ALINE BIRD LEE and JAMES K.M.LEE, her huebend, of Newport Newe, in the Stete of Virginie, MARY THOMAS BIRD and ANNABEL BIRD, both unmerried, of the City of Weehington in the Dietriot of Columbia, J. IRVING BIRD, JUNIOR, and FLORENCE ELISE BIRD, hie wife, of the City of Annepolie in the Stete of Merylend, JAMES B. BIRD and ADELAIDE L. BIRD, his wife, of Beltimore City in the State of Maryland, parties of the first pert, and JACOB W. BIRD, of Sandy Spring in Montgomery County in the Stete of Maryland, party of the second part.

WITNESSETH that for and in conaideration of the eun of Five Dollers, and other good and veluable coneideretione, the receipt whereof is hereby acknowledged, said ALINE BIRD LEE and JAMES K.M. LEE, her hueband, MARY THOMAS BIRD, ANNABEL BIRD, J.IRVING BIRD, JUNIOR end FLORENCE ELSIE BIRD, hie wife, JAMES B. BIRD end ADELAIDE L. BIRD, hie wife, do hereby grant end convey unto eaid JACOB W. BIRD, hie heire end aseigne, in fee simple

ALL their right, title, intereet end estete (being five undivided sixths) of, in and to ell thoee treote or pereels of land, situate end lying in the Firet Election Dietriot of Anne Arundel County in the State of Maryland, deecribed ee followe, thet ie to eey:

FIRST: All thoee eeveral tracte, perte of treote, or parcels of land conetituting pert of the ferm known es "Mary'e Mount" and together containing the quantity of one hundred end eighty-three (183) ecree of lend, more or lese, which by deed dated Mey 18, 1886 end recorded among the Lend Records of Anne Arundel Cpinty in Liber S.H. No.28 folio 320 &c., were grented and conveyed in fee eimple by Jacob W. Bird to Joeeph Irving Bird; and

SECONDLY: All thet trect or parcel of land, conteining seventy-four (74) acres of land, more or lese, which by decree of the Circuit Court for Anne Arundel County, passed on November 15 1887, in e ceuse therein pending, entitled Ellen H. Bird vereus Joapph I. Bird, Equity Docket

PLAINTIFF'S EXHIBIT I

No.2 folio 504 (#1165) and recorded among the Equity Records for said County in Liber S.H. No. 20 folio 12 &c., was allotted in severalty, in fee simple, to the aforesaid Joseph I. Bird, to which proceedings reference is made for a full and particular description of said tract of seventy-four acres.;

The parcels of land hereinbefore mentioned are contiguous and together compriss the farm known as "Mary's Mount", and together contain an area of two hundred and fifty-seven (257) acres of land, more or less, and all of said tracts taken together compries the land intended to be conveyed hereby.

Said Joseph Irving Bird departed this life on or about February 10 1931 leaving a Last Will and Testament which was duly admitted to probate by the Orphans Court for Anne Arundel County and of record in the Office of the Register of Wills for said County in Wills Liber G.T.C. No. 1 folio 19, wherein and whereby he devised and bequeathed the rest and residue of his estate, which included the property herein conveyed "to my wife Elizebeth J. Bird, and at her death to be devided among my six children, share and share alike", said six children being the said Aline Bird Lee, Mary Thomas Bird, Annabel Bird, J. Irving Bird,Junior, James B. Bird, and Jacob W. Bird, parties to this deed.

Said Elizabeth J. Bird, life tenant, died on or about April 29, 1938 survived by the same six children hereinbefore named, all of whom are adults and sui juris:

By virtue of the will of his father Joseph Irving Bird, said Jacob W. Bird, party hereto of the second part, is seized of an undivided sixth interest in the land hereby conveyed and said will and this deed are intended to vest in him absolute title in fee simple to the land herein conveyed.

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

TO HAVE AND TO HOLD all the right, title, interest and estate of the parties hereto of the first part of, in and to the lots of ground and premises hereinbefore described and granted, with the privileges and appurtenances aforesaid, unto the said JACOB W. BIRD his heirs and assigns, in fee simple, to the and and intent that said JACOB W. BIRD shall be and become the sole owner thereof absolutely and in fee simple.

AND the said parties hereto of the first part, severally and respectively, hereby covenant that they will warrent specially the property hereby granted and conveyed; that they have done no act to encumber the same, and that they will execute such further assurances of said land as may be requisite.

WITNESS the hand and seals of the parties hereto of the first part.

Test:
(as to Aline Bird Lee and James
K.M. Lee:

Aline Bird Lee (SEAL)

H.T.Larkin

James K.M.Lee (SEAL)

Test:-(as to Mary Thomas Bird and Annabel Bird

Mary Thomas Bird (SEAL)

Chas. G. Hubbard

Annabel Bird (SEAL)

Test:-(as to J.Irving Bird, Florence Elise Bird, James B. Bird and Adelaide L. Bird.

J. Irving Bird, Jr. (SEAL)

Florence Elise Bird (SEAL)

C.B. Clements

James B. Bird (SEAL)

Adelaide L. Bird (SEAL)

STATE OF VIRGINIA, CITY OF NEWPORT NEWS, TO WIT:

I hereby certify that on this sixth day of February in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Virginia, duly commissioned and qualified in and for the City of Newport News aforesaid, personally appeared ALINE BIRD LEE and JAMES K.M.LEE, her husband, two of the parties of the first part of the foregoing deed, who, having first signed and sealed said deed in my presence severally acknowledged said deed to be their respective act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

My term of office expires on the 9th day of September, 1942.

D.L.Downing
Notary Public
Notary Public State of Virginia at large.

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 4th day of February in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public, duly commissioned and qualified in and for the District of Columbia aforesaid, personally appeared MARY THOMAS BIRD and ANNABEL BIRD, two of the parties of the first part to the foregoing deed, who, having first signed and sealed said deed in my presence, severally acknowledged said deed to be their respective act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Charles G. Hubbard
Notary Public.
D.C.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28 day of February in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified in and for the City of Baltimore aforesaid, personally appeared J. IRVING BIRD, JR. and FLORENCE ELISE BIRD, his wife, JAMES B. BIRD and ADELAIDE L. BIRD, his wife, four of the parties of the first part to the foregoing deed, and severally acknowledged said deed to be their respective act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Clarence B. Clemente
Notary Public

Recorded - 20th March 1939, at 10:10 A.M.

LIBER 130 PAGE 376

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing PHOTOSTAT (DEED) is truly taken and copied from Liber J.H.H., No. 196, folio 194, 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 19th day of July A. D., 1960

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

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LIBER 130 PAGE 377
LIBER 506 PAGE 571 No. 13,892 Equity

THIS DEED made this 16th day of March in the year nineteen hundred and forty-eight, between J. IRVING BIRD, JUNIOR and ELISE I. BIRD, his wife, of Anne Arundel County in the State of Maryland, parties of the first part, and JACOB W. BIRD, SENIOR, of Montgomery County in the State of Maryland, party of the second part.

WITNESSETH that in consideration of the sum of One dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, said J. IRVING BIRD, JUNIOR, and ELISE I. BIRD, his wife, hereby grant and convey unto said JACOB W. BIRD, SENIOR, his heirs and assigns, in fee simple,

ALL that tract of land situate in the First Election District of Anne Arundel County aforesaid, described as follows according to a survey and plat made by J. Revell Carr, Surveyor, in March 1940, that is to say:

BEGINNING for the same at a stake now set on the East side of a stream, the said stake and place of beginning is distant due West 116.57 feet from the end of the North 87 degree 30 minute East 89 3/4 Perch Line of the whole tract hereinafter mentioned where there has now been set a large locust post marking the end of the said last mentioned line, thence running from the beginning point so fixed with and reverse of the said North 87 degree 30 minute East 89 3/4 Perch Line as now corrected for variation and following on or about an old rail fence, due West 1364.33 feet to an iron pipe now set and distant in a Northerly direction 33.0 feet from an old shed, one of the original calls in the said whole tract to be hereinafter mentioned, thence still with the old rail fence, North 87 degrees 22 minutes West 561.0 feet to another iron pipe now set, thence still with the old rail fence, South 0 degrees 35 minutes West 192.83 feet to another iron pipe now set, thence still with the old rail fence, South 82 degrees 27 minutes West 465.95 feet to another iron pipe now set, thence still with the old rail fence, South 13 degrees 23 minutes East 486.75 feet to another iron pipe now set, thence still with the old rail fence, North 72 degrees 04 minutes East 393.11 feet to another iron pipe now set, thence on or about the centre of an old road, South 6 degrees 11 minutes East 339.5 feet and South 5 degrees 36 minutes East 420.32 feet to another iron pipe now set, thence leaving the said old road and running with the old rail fence which is the North 89 degree 53 minute West 84½ Perch Line of the aforementioned whole tract as now corrected for variation the reverse thereof, South 87 degrees 38 minutes East 1394.25 feet to another iron pipe now set Easterly from the first mentioned stream, thence leaving the outlines and running for a division line between the property now being

1950 JUL 25 PM 10:27 Filed

Examiner's Exhibit No. 6
Bird v. Bird
Eq. No. 13892
Jan 30 S.

PLAINTIFF'S EXHIBIT 2 AUG 23 PM 4:00

described and a 236.1 acre portion intended to be conveyed to Henry M. Murray and following generally the said last mentioned stream the 11 following courses and distances: North 5 degrees 36 minutes West 20.0 feet, North 4 degrees 58 minutes East 158.3 feet, North 23 degrees 20 minutes East 119.13 feet, North 17 degrees 06 minutes East 284.15 feet, North 45 degrees 51 minutes East 94.2 feet, North 15 degrees 19 minutes East 191.7 feet, North 1 degree 48 minutes East 134.6 feet, North 20 degrees 52 minutes East 208.47 feet, North 32 degrees 10 minutes East 105.15 feet, North 13 degrees 42 minutes East 151.45 feet and North 0 degrees 27 minutes West 15.51 feet to the place of beginning, there being an iron pipe set at the angle point of each line of the said last mentioned 11 courses and distances. Containing within the lines of this description 56.5 acres of land more or less.

BEING the Westerly portion of the tract of land containing 294 1/8 acres of land, more or less, known as "Dryad Hill".

AND BEING the same tract in and to which said J. Irving Bird, Junior, acquired an interest or share under the Will of Joseph Irving Bird duly recorded in the Office of the Register of Wills of Anne Arundel County in Wills Liber G.T.C. No. 1 folio 19 and the remaining interests or shares were by deed dated April 23, 1940, and recorded among t he Land Records of Anne Arundel County in Liber J.H.H. No. 215 folio 357 granted and conveyed by Mary T. Bird and others to the parties hereto of the first part.

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

TO HAVE AND TO HOLD the tract of land and premises hereinbefore granted and described unto the said JACOB W. BIRD, SENIOR, his heirs and assigns forever in fee simple.

AND the said parties hereto of the first part hereby

covenant that they have done no act to encumber the property hereby conveyed; that they will warrant specially the said property and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of said grantors.

TEST:

J. Irving Bird Junior (SEAL)
J. Irving Bird, Junior

James B. Bird
James B. Bird

Elise I. Bird (SEAL)
Elise I. Bird

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of Dec. in the year nineteen hundred and forty-EIGHT, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared J. IRVING BIRD, JUNIOR (one of the grantors in the foregoing deed to Jacob W. Bird, Senior) and acknowledged the foregoing deed to be his act.

WITNESS my hand and Notarial Seal.

A. Evelyn Wayson
Notary Public
My Commission expires May 2, 1949
A. Evelyn Wayson

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17th day of March in the year nineteen hundred and forty-EIGHT, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared ELISE I. BIRD (one of the grantors in the foregoing deed to Jacob W. Bird, Senior) and acknowledged the foregoing deed to be her act.

WITNESS my hand and Notarial Seal.

CLARENCE B. CLEMENTS
Clarence B. Clements
Notary Public
My Commission Expires May 2, 1949

Recorded Dec. 31st. 1948 at 9:45 A.M.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing PHOTOSTAT (DEED) is truly taken and copied from Liber J.H.H. No. 506 folio 571 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 19th day of July A. D., 1960.

George J. Cromwell

Clerk of the Circuit Court for Anne Arundel County

SALES CONTRACT - MARYLAND

LIBER 130 PAGE 381

GINN'S, STOCKETT-FISKE NO. 2630

No. 13,892 Equity

July 5, 1960

Received from Matthias Geard Mueller

a deposit of Four thousand one hundred dollars ($4,100.00)

to be applied as part payment of the purchase of Lot 310 acres ± *in Block*, *with improvements thereon known as No.* J.H.H. 196, Folio 194; J.H. 506, Folio 571 Marys Mount off Rt 2, AA Co. *in the State of Maryland, upon the following terms of sale:*

Total price of property Eighty Two Thousand and 00/100 *Dollars* ($82,000.00).

The purchaser agrees to pay Eighty Two Thousand and 00/100 *Dollars* ($82,000.00) *cash at the date of conveyance, of which sum this deposit shall be a part.*

The purchaser is to assume, give, place, take title subject to, a first deed of trust secured on the premises of *Dollars ($)* *due*, *19*, *bearing interest at the rate of* *per cent per annum, payable*

(See reverse side as part of this contract)

The balance of deferred purchase money is to be secured by a *deed of trust on said property, to be paid in monthly installments of* *Dollars ($)* *or more, including interest at the rate of* *per centum per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.*

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within --90-- days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

1960 AUG 23 PM 4:00 FILED

1960 JUL 25 AM 10:27 Examiner's Exhibit No 9 Bird & Bird, Equity No 1369

LIBER 130 PAGE 381-A

Settlement is to be made at the office of Attorney
(Name of Broker)

or at the Title Company searching the title, and deposit with the Title Company or with
(Name of Broker)

of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows: None

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereon against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free hereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

The seller agrees to pay to Max C. Schwartz and Summers Realty-one half each
(Name of Broker)

his agent, a commission amounting to $ 8,200, and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by Summers Realty
(Name of Broker)
until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

Thomas C Duley
Agent.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Property is to be conveyed in the name of Matthias Geard Mueller and Regina Summers Mueller, his wife, as ~~tenants~~ by the entirety

July 5, 1960 — Matthias Geard Mueller, Purchaser.

William S. Bird
William S. Bird, Seller.

July 5, 1960 — James B Bird
James B Bird ~~XXXXXXX~~ Guardian of James B. Bird, Infant, for and on behalf of said infant.

Plaintiff's Exhibit #5

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LIBER 130 PAGE 381-B

1. The kitchen stoves and refrigerators on the property are included in this sale.

2. The small grain, straw and all 1960 cuttings of the hay crops in the fields and stored on the property are not included in this sale.

3. This Contract is subject to ratification by any Court having jurisdiction in the premises.

4. This contract is further subject to an agreement relating to the rental of two tobacco barns on the premises to Dr. Emily Wilson, which agreement expires July 15, 1961.

5. This contract is subject to and contingent upon this farm having a right-of-way from State Route #2 to the property of a width of at lease twenty feet.

Matthias Geard Mueller

Matthias Geard Mueller and Regina Summers Mueller, his wife.
Purchaser

William S. Bird

William S. Bird, Seller

James B. Bird

James B. Bird, Guardian of James B. Bird, Infant, for and on behalf of said Infant.

July 5, 1960

WILLIAM S. BIRD	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES B. BIRD, a minor	:	
Defendant		NO. 13,892 EQUITY

: : : :

DECREE

The within case having been submitted for Decree, the proceedings were read and testimony duly considered. It appearing to the Court that the property, the subject of these proceedings, is incapable of division in kind without damage to the parties hereto, and it further appearing to the Court that the best interests of the minor Defendant, James B. Bird, will be served by the passage of the following Decree,

It is thereupon, this 6th day of September, 1960, ADJUDGED, ORDERED and DECREED by the Circuit Court for Anne Arundel County, in Equity, that the subject property be sold pursuant to the terms and conditions set forth in the Contract of Sale filed in these presents, and to this end, Eugene M. Childs and J. Royall Tippett, Jr. be, and they are hereby, appointed Trustees for the purpose of making the sale of the property in accordance with the terms and provisions of the aforementioned contract.

The Trustees shall first file with the Clerk of this Court a bond to the State of Maryland to be executed by them, and a surety or sureties, to be approved by this Court in the penalty of eighty two thousand dollars conditioned upon the faithful performance of the trust in them reposed by this Decree or to be reposed in them by any further Decree or Order in these presents. They shall then proceed to advertise the report of sale of the property herein described by giving at lease three weeks notice by advertisement published in Anne Arundel County, directing all persons in interest to show cause on or before the 17th day of October next, why the sale as set forth in said Contract should not be ratified,

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and should no cause be shown on or before said date, then the Trustees shall upon receipt of the whole purchase money and not before, execute a good and sufficient deed to the purchasers of said property, which shall convey to the said purchasers, their heirs and assigns, the property, the subject of these proceedings, free, clear and discharged of all claims of the parties hereto, and all those claiming by, from, or under them or any of them; and the Trustees shall bring into this Court the money arising from said sale to be divided between the parties hereto as their interests may then appear under the direction of this Court and after deducting the costs of the suit and such commission to the Trustees as this Court shall find proper to allow in consideration of the skill, attention and fidelity wherewith said Trustees shall have discharged their trust.

Matthew S. Evans
JUDGE

WILLIAM S. BIRD	'	IN THE CIRCUIT COURT
Plaintiff	'	FOR
vs.	'	ANNE ARUNDEL COUNTY
JAMES B. BIRD, a minor	'	
Defendant	'	NO. 13,892 EQUITY

- - - - - - -

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Eugene M. Childs and J. Royall Tippett, Jr., Trustees, respectfully shows:

That under and by virtue of the Decree of Court dated the 6th day of September, 1960, and heretofore filed in these presents, the said Trustees having complied with all the requisites of a law for such cases made and provided, after having filed their bond herein and the penalty of $82,000, did sell the property heretofore mentioned in these proceedings to Matthias Geard Mueller at and for the sum of Eighty-Two Thousand Dollars ($82,000) pursuant to the terms of a contract previously filed herein.

And the Trustees further report that they have received from the purchaser a deposit as required by the terms of the sale and the agreement signed by the purchaser to comply with the terms of the sale has been previously set forth and filed in these presents, and they further state that the sale was fairly made.

Respectfully submitted,

J. Royall Tippett, Jr.

Eugene M. Childs

TRUSTEES

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of September, 1960, before me, a Notary Public for the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS and J. ROYALL TIPPETT, JR., Trustees, named in

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1960 SEP -7 PM 3:15

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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the Decree filed in these proceedings and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true and further, that this sale was fairly made.

WITNESS my hand and seal Notarial.

Mary Ann Clarke
Mary Ann Clarke Notary Public

Trustee's Bond LIBER 10 PAGE 357 LIBER 130 PAGE 386

KNOW ALL MEN BY THESE PRESENTS:

Equity No. 13,892

THAT WE Eugene M. Childs and J. Royal Tippett, Jr.

as principal,

and The 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 Eighty-two thousand and 00/100 ($82,000.00) 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 7th day of September in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden Eugene M. Childs and J. Royal Tippett, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed Co-trustees to sell real estate

mentioned in the proceedings in the case of William S. Bird

vs.

James B. Bird.

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs and J. Royal Tippett, Jr.

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.

1960 SEP -7 PM 3:15

Signed, sealed and delivered in the presence of

Betty Lee Hanford

Eugene M. Childs [SEAL]

J. Royal Tippett, Jr. [SEAL]

The Hartford Accident and Indemnity Company [SEAL]

By: Philip Richebourg [SEAL]

Philip Richebourg, Atty-in-fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 194.

By:

Vice President

ATTEST:

Assistant Secretary

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

, 19

Assistant Secretary

Bond approved this 8th day of September 1960

George L. Cromwell, Clerk

LIBER 130 PAGE 387

ORDER NISI

William S. Bird

versus

James B. Bird, a minor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,892 Equity

Ordered, this 7th day of September, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Eugene M. Childs and J. Royall Tippett, Jr. 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 $ 82,000.00

George T Cromwell Clerk.

True Copy,

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1960 SEP -7 PM 3:15

TEST: Clerk.

(Final Order)

William S. Bird

versus

James B. Bird, 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.

V. Bowie Duckett
JUDGE.

FILED
1960 OCT 18 AM 11:45

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 388

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1960

We hereby certify, that the annexed

Order Nisi - Docket - No. 13,892

William S. Bird

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 Mavis Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,892 Equity
WILLIAM S. BIRD
versus
JAMES B. BIRD, a minor

Ordered, this 7th day of September, 1960, That the sale on the Property in these proceedings mentioned made and reported by Eugene M. Childs and J. Royall Tippett, Jr. 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 $82,000.00.

GEORGE T. CROMWELL, Clerk

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

FILED

OCT 10 AM 9:57

No. M.G. 17085 1960

40

LIBER 130 PAGE 389

WILLIAM S. BIRD,	*	NO. 13,892 EQUITY
Complainant	*	IN THE
v.	*	CIRCUIT COURT
JAMES B. BIRD, a minor,	*	FOR
Respondent	*	ANNE ARUNDEL COUNTY

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

PETITION TO ADD NAME OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Matthias Geard Mueller and Regina Summers Mueller, his wife, by Marvin H. Anderson and Anderson & Anderson, their solicitors, respectfully shows unto your Honors:

1. That by a written contract of sale dated July 5, 1960, the original copy of which has been heretofore filed herein as an exhibit, and signed by one of your petitioners, Matthias Geard Mueller, William S. Bird and James Bird, Guardian of James B. Bird, infant, agreed to sell the real estate described in this cause, and in said contract it was recited that the property is to be conveyed to your petitioners as tenants by the entireties.

2. That by its decree passed herein on September 6, 1960, this honorable court ordered that said property be sold in accordance with the terms of said contract of sale unless cause to the contrary is shown on or before October 17, 1960, but in their report of sale filed herein on September 7, 1960, the trustees named in said decree to sell the said property stated that they had sold said property to Matthias Geard Mueller, one of your petitioners, but did not mention the name of said petitioner's wife, Regina Summers Mueller.

3. That both of your petitioners desire that said property be deeded to them as tenants by the entireties as provided in said contract of sale .

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1960 OCT 19 AM 10:38

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WHEREFORE, your petitioners pray your honors to pass an Order authorizing and directing the said Trustees to convey the said property to your petitioners as tenants by the entireties.

And as in duty bound, etc.

ANDERSON & ANDERSON

by Marvin H. Anderson

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

We hereby assent to the relief prayed for in the foregoing petition.

J. Royall Tippett, Jr.

J. Royall Tippett, Jr.

Eugene M. Childs

Eugene M. Childs
Trustees

ORDER OF COURT

Upon the foregoing Petition and Consent, it is this 19th day of October, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the property mentioned and described in these proceedings be conveyed to Matthias Geard Mueller and Regina Summers Mueller, his wife, as tenants by the entireties, upon payment by them to the Trustees, heretofore appointed to sell said property of the consideration stated in the contract of sale and in the decree of this Court passed herein on September 6, 1960.

O. Bowie Duckett

Judge

FILED

1960 OCT 19 PM 1:52

4/2

In the Case of

William S. Bird

vs.

James B. Bird, a Minor

In the

Circuit Court

For

Anne Arundel County

No. 13,892 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.

April 26, 1961

FILED
1961 APR 28 PM 3:27

43

Dr. in ac.

William S. Bird vs. James B. Bird, a minor

To Trustees for Commissions, viz:	1,600	00	1,600	00
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	76	50		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
James B. Bird - Guardian ad Litem's fee	4	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	12	00		
Auditor - stating this account	40	50	165	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Hartford Accident & Indemnity Co. - bond premium	328	00		
Henry M. Murray - testimony	20	00		
T. Carroll Worthington - appraisal and testimony	100	00		
Dr. Milton Whitley - affidavit	5	00		
Summers Realty - one-half brokers' commissions	4,100	00		
Max C. Schwartz - one-half brokers' Commissions	4,100	00		
Clerk of Court - recording deed of easement and agreement	49	00		
Clerk of Court - recording supplemental deed of easement and agreement	22	50		
Amount retained to cover cost of recording third deed of easement, etc	24	50		
Register of Wills of Montgomery County-certified copy of Will of Jacob W. Bird, Letters, etc	5	00		
Register of Wills of Anne Arundel County-recording copy of Will, Letters, etc	9	00		
Photacopy of State Roads Commission Plat		56		
One-half Federal documentary stamps	45	10		
One-half State documentary stamps	90	20		
Amount retained by purchaser to cover cost of relocating certain utility poles, as per agreement	250	00		
Marvin H. Anderson - fee for special services to Trustees as agreed (Order 3/31/61)	200	00		
Mary Ann Chance - notary fee	1	00	9,376	86
To Trustees for Taxes, viz:				
1961 State and County taxes ($839.86) - adjusted to 3/8/61 - 67 days	154	10	154	10
BALANCE FOR DISTRIBUTION - $70,703.14				
Distributed to Heirs at Law of Jacob W. Bird and Jean Skinner Bird, who died 10/25/59, viz:				
To William S. Bird, son - one-half	35,351	57		
To James B. Bird, Guardian of James B. Bird, infant - one-half	35,351	57	70,703	14
			82,000	00

with

Eugene M. Childs and J. Royall Tippett, Trustees

Cr.

1961				
Mar.	8	Proceeds of Sale (Contract dated 7/5/60)	$2,000 00	$2,000 00
				$2,000 00

ORDER NISI LIBER 130 PAGE 394

William S. Bird

VERSUS

James B. Bird,

a Minor

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,892 Equity.

ORDERED, This 28th 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 be shown on or before the 5th day of ~~May~~ June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of ~~May~~ June next.

George T. Cromwell, Clerk

FILED APR 28 PM 3:27 1961

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of June, 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 JUN -7 AM 9:44

V Bowie Duckett

46

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 395

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,892

Auditor's Account

William S. Bird vs

James B. Bird

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of June, 1961. The first insertion being made the 4th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,892 Equity
WILLIAM S. BIRD
vs.
JAMES B. BIRD, a Minor

Ordered, this 28th day of April, 1931, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of June next.

GEORGE T. CROMWELL Clerk.

True Copy, TEST:
GEORGE T. CROMWELL Clerk.
M-13

FILED
MAY 31 PM 3:29

No. M. G. 20747-1961

47

LIBER 130 PAGE 396

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HOWARD M. KLOHR and	*	ANNE ARUNDEL COUNTY
MARY KLOHR, his wife	*	NO. 14,175 EQUITY

****

ORDER TO DOCKET SUIT

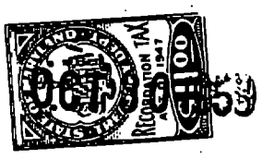
****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage
16 Crain Highway, S. W.
Glen Burnie, Maryland
SO 6 0770

1961 JAN 13 AM 10:01



BOOK 1344 PAGE 501 LIBER 130 PAGE 397

This Mortgage,

Made this 28th day of October , 19 59

by and between Howard M. Klohr and Mary Klohr, his wife

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -55- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 5,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th ose lot a of ground, situate, lying and being in Marley Park, Third Election District of Anne Arundel County; State of Maryland and described as follows:

BEING known and designated as Lots Nos. 1, 2, and 3, Block H, as shown on the Plat of Marley Park Beach, recorded among the Land Records of Anne Arundel County in Plat Book 2, folio 19.

BEING ALSO the same property which the Mortgagors acquired by the following two Deeds:

1. Deed of Assignment, from Mary J. Ruth, dated April 17, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 234, folio 215.

2. Fee Simple Deed from Andrew J. Stritch and Angela Stritch, his wife, dated April 17, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 234, folio 216.

FILED

1960 JAN 13 AM 10:02

2

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

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

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 27.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 27.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 5,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia A. Dubman

Howard M. Klohr (SEAL)
Howard M. Klohr

(SEAL)

Mary E. Klohr (SEAL)
Mary Klohr, his wife

(SEAL)

4

5

BOOK 1344 PAGE 594 LIBER 130 PAGE 400

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 28th day of October, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Howard M. Klohr and Mary Klohr, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 Amelia H. Tubman
AMELIA H. TUBMAN Notary Public

Rec'd for record Oct. 30, 1959 at 1:18 P.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

HOWARD M. KLOHR and
MARY KLOHR, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3770

OCT 30 PM 1:18

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

12/10

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST: THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

..... By.....
Secretary. President.

LIBER 130 PAGE 401

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HOWARD M. KLOHR and	*	ANNE ARUNDEL COUNTY
MARY KLOHR, his wife	*	NO. 14,175 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 5,500.00
Interest from the 31st day of August, 1960 to the 28th day of February, 1961.	$159.00	
Late fines from the 30th day of September, 1960 to the 28th day of February, 1961.	53.00	212.00
		5,712.00
Dues paid to date		277.63
Total amount due under Mortgage		5,434.37

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

By Fred W. Kuethe
Fred. W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 12th day of January 1961; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary, of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Dubrue
Notary Public

6

JOHN DEMYAN, JR.
Attorney at Law
16 Cr[illegible] Highway, S.W.
Glen [illegible]nle, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lot Nos. 1, 2 and 3, Block H., as shown on the Plat of Marley Park Beach, recorded among the Land Records of Anne Arundel County in Plat Book 2, folio 19.

Property located at Marley Park, Glen Burnie, Third Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Howard M. Klohr and Mary Klohr, his wife, dated October 28, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1344 folio 591 (default having occurred thereunder), the undersighed, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

Tues., Feb. 14, 1961 at 11 O'Clock A. M.

All that lot of ground, situate, lying and being in Marley Park, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 1, 2, and 3, Block H, as shown on the Plat of Marley Park Beach, recorded among the Land Records of Anne Arundel County in Plat Book 2, folio 19,

BEING ALSO the same property which the Mortgagors acquired by the following two deeds:

1. Deed of Assignment, from Mary J. Ruth, dated April 17, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 234, folio 215.

2. Fee simple Deed from Andrew J. Stritch and Angela Stritch, his wife, dated April 17, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 234, folio 216.

No. IMPROVEMENTS: Two story 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 money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at six 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
Auctioneer F-9

7.

14,175

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 402

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1961

We hereby certify, that the annexed Mortgage Sale Howard M. Klohr

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.

FILED

1961 FEB 11 AM 10:[illegible] By [illegible] Tilghman

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

LIBER 130 PAGE 403

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 10 PAGE 498

BOND OF Attorney

TO SELL Real Estate

No. 14,175 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 Six Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 6,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of February, in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Howard M. Klohr and Mary Klohr, his wife to Glen Burnie Savings & Loan Association bearing date the 28th day of October, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1344 Folio 591 ~~and~~

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

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

John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Amelia H. Tubman

Amelia H. Tubman

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth

Attorney in fact.

Bond approved this 14 day of February, 1961

George T. Cromwell, Clerk

1961 FEB 14 AM 9.

8

LIBER 130 PAGE 404

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
HOWARD M. KLOHR and	*	NO. 14,175 EQUITY
MARY KLOHR, his wife	*	

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 ~~has~~ 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 16th day of February 1961.

Amelia H. Tubman
Notary Public

FILED
1961 FEB 17 PM 2:36

9

LIBER 130 PAGE 405

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
HOWARD M. KLOHR and	*	NO. 14,175 EQUITY
MARY KLOHR, his wife	*	

****

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 Howard M. Klohr and Mary Klohr, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated October 28, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1344, folio 591; 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 as public auction, on the premises, Marley Park, Glen Burnie, Maryland, Tuesday, February 14, 1961 at 11 o'clock A.M., and then and there sold the said property to Joseph D. Egeberg, Sr. and Lorna B. Egeberg, his wife, at and for the sum of Sixty-Two Hundred ($6,200.) Dollars, being at that figure the highest bidder therefor, said property being the following:

ALL that lot of ground situate, lying and being in Marley Park, Glen Burnie, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

FILED

1961 FEB 17 PM 2:36

10

BEING known and designated as Lots Nos. 1, 2 and 3, Block H, as shown on the Plat of Marley Park Beach, recorded among the Land Records of Anne Arundel County in Plat Book 2, folio 19.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said 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 16th day of February, 1961; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

AMELIA H. TUBMAN
Notary Public

LIBER 130 PAGE 407

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
HOWARD M. KLOHR and MARY KLOHR, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,175 Equity

Ordered, this 18th day of February, 19 61, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage

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 $6,200.00

George T Cromwell Clerk.

True Copy,
FILED 1961 Feb.17,
PM 2:36

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF HOWARD M. KLOHR and
MARY KLOHR, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 29th day of March, 19 61 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1961 MAR 30 AM 9:26

12

ADDITIONAL

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

LIBER 130 PAGE 408 LIBER 107 PAGE 507

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY #14,175

STATE OF MARYLAND

Equity

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., 16 Crain Highway, S. W. Glen Burnie, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Hundred and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 200.00), 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 13th day of February, in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Howard M. Klohr & Mary Klohr, his wife to Glen Burnie Savings and Loan Association bearing date the 28th day of October, 19 59 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1344 Folio 591 ~~and~~

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

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

Signed, sealed and delivered in the presence of

Amelia H. Tubman

AMELIA H. TUBMAN

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth

Attorney in Fact

Bond approved this 20th day of February 1961

George T. Cromwell, Clerk

1961 FEB 20 PM 3:32

17

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 409

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,175 Howard M. Klohr

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.

FILED

1961 MAR 29 AM 8:56

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,175 Equity

IN THE MATTER OF THE MORTAGED REAL ESTATE OF HOWARD M. KLOHR and MARY KLOHR, his wife

Ordered, this 18th day of February, 1961, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage 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 $6,200.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-16

No. M.G. 19577

14

LIBER 130 PAGE 410

In the Case of

In the Matter of the Mortgaged
Real Estate
of ~~Vax~~
Howard M. Klohr
and
Mary Klohr, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,175 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

April 28, 1961

FILED

1961 MAY -2 PM 12:25

15

Dr. In the Matter of the Mortgaged Real Estate of Howard M. Klohr and Mary Klohr, his wife

			in ac.	
To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	217	88	267	88
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	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	16	56		
U.S. Fidelity & Guaranty Co. -bond premium	24	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	57		
One-half State documentary stamps	7	15		
Amelia H. Tubman - notary fees	1	50	191	30
To Attorney for Taxes, viz:				
1960 State and County taxes	108	96		
1961 State and County taxes ($103.44) - 1 month 14 days	12	68	121	64
To Attorney for Benefit Charges, viz:				
1961 water and sewer benefit charge - adjusted	2	74	2	74
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	5,434	37		
Interest thereon @ 6% from 3/1/61 to 6/1/61 - 3 months	81	52	5,515	89
To Howard M. Klohr and Mary Klohr, his wife, mortgagors - this balance	108	25	108	25
			6,262	70

16

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1961						
Feb.	14	Proceeds of Sale	6,200	00		
		Interest on deferred payment of $5,700.00 to 4/20/61	62	70	6,262	70
					6,262	70

LIBER 130 PAGE 413

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Howard M. Klohr and Mary Klohr, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,175 Equity.

1961 MAY -2 PM 12:25

ORDERED, This 2nd day of May, 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 5th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of June next.

D. Bruce Duckett

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of June, 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 JUN -7 AM 9:44

D. Bruce Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 414

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,175

Auditor Account

Howard M. Klohr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of June, 1961. The first insertion being made the 4th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,175 Equity

In the Matter of the Mortgaged Real Estate of
HOWARD M. KLOHR and
MARY KLOHR, his wife

Ordered, this 2nd day of May, 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 5th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-18

FILED
1961 MAY 31 PM 3:29

No. M. G. 20753

19,

LIBER 130 PAGE 415

GLEN ISLE ESTATES, INC., a body corporate of the State of Maryland 236 Main Street Annapolis, Maryland,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff	:	EQUITY NO. 14,216
vs.	:	
ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, Trustees 413 Waveland Road Baltimore, Maryland	:	
and	:	
JOHN D. WILLIAMS 4424 Hallet Street Wheaton City Rockville, Maryland	:	

And any and all persons, heirs, devisees, assignees or other 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 29, Block F, Glen Isle, as shown on the Plat of "Glen Isle, Blocks E,F,G,H,U and V," recorded in Plat Book 21, folio 37.

Defendants

BILL OF COMPLAINT

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 Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the property 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).

FILED

1961 FEB 10 AM 10:19

2. That on October 15, 1959, your Plaintiff, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificate of Tax Sale therefor from said Collector of Taxes on the following real estate located in Anne Arundel County, to wit:

> Certificate No. 2914 - Lot 29, Block F, as shown on the Plat of Glen Isle, J.H.H.542, 433, Second Election District, and assessed to Anna D. and Edna F. Schwartz.

3. That said Tax Sale Certificate as hereinabove set forth, to wit, Certificate No. 2914, dated October 13, 1959, setting forth the aforesaid sale to your Plaintiff is attached hereto and filed herewith as Plaintiff's Exhibit No. 1, and is prayed to be read and considered as 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:

a. That Anna D. Schwartz and Edna F. Schwartz, Trustees, are the record owners of Lot 29, Block F, as shown on the Plat of "Glen Isle, Blocks E, F, G, H, U and V", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, at folio 37, by virtue of a deed recorded in Liber J.H.H.No. 542 at folio 433.

b. That Plaintiff is advised and believes that defendant John D. Williams is the holder of an unrecorded deed to said Lot 29, Block F, Glen Isle, which was executed by the said Edna F. Schwartz and Anna D. Schwartz, Trustees, and delivered to said John D. Williams in the year 1956.

c. That said Certificate No. 2914 as originally purchased by Plaintiff covered Lot 78, Block V, Glen Isle, in addition to the aforesaid Lot 29, Block F, Glen Isle, but that a partial redemption of said certificate has heretofore been made releasing and redeeming Lot 78, Block V, Glen Isle, from the force and effect of said certificate, and leaving said certificate in full

force and effect as to said Lot 29, Block F, Glen Isle.

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 of the abovementioned land at the aforesaid tax sale held on October 15, 1959, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the State of Maryland, and Plaintiff bid and paid for the aforesaid Tax Sale Certificate, the following amount:

CERTIFICATE NO.	BID	PRICE PAID
2914	$13.68	$13.68

and Plaintiff also paid $17.05 in addition to the above amount but that said certificate has been partially redeemed leaving a partial cost of $13.68.

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

CERTIFICATE NO.	AMOUNT DUE
2914	$13.68

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

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

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

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the property 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.

GLEN ISLE ESTATES, INC.

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli
Thomas M. Schifanelli
Attorneys for Plaintiff
236 Main Street
Annapolis, Maryland
Colonial 3-3957

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 Glen Isle Estates, Inc., 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 9th day of February, 1961.

Mary Harrison

Mary Harrison - Notary Public

LIBER 130 PAGE 420

Nº 2914 CERTIFICATE OF TAX SALE

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 Glen Isle Estates at public auction for the sum of 30.73 Dollars and _____ Cents, of which 30.73 Dollars has been paid as a deposit on the property in 2nd District described as Lot 29 Blk F JHH 542-433 Lot 78 Blk V as shown on the plat of Glen Isle

and assessed to Anna D. & Edna F. Schwartz

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,

[illegible]
Notary Public.

My Commission Expires [illegible] 1961

Partial redemption as to Lot 78, Blk. V, Glen Isle. See endorsement reverse side.

FILED
1961 FEB 10 AM 10:19

6

Lot 78, Blk. V Glen Isle redeemed out of Ctf. No. 2714, shown the reverse side hereof, leaving said Ctf. in amount of $13.68 still in full force and effect as to Lot 29, Blk. F, Glen Isle.

Witness

Treasurer

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLEN ISLE ESTATES, INC., a body corporate of the State of Maryland 236 Main Street Annapolis, Maryland, : IN EQUITY

: EQUITY NO. 14216

Plaintiff :

vs. :

ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, Trustees 413 Waveland Road Baltimore, Maryland :

and :

JOHN D. WILLIAMS 4424 Hallet Street Wheaton City Rockville, Maryland :

And any and all persons, heirs, devisees, assignees or other 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 29, Block F, Glen Isle, as shown on the Plat of "Glen Isle, Blocks E, F, G, H, U and V," recorded in Plat Book 21, folio 37.

All as substantially described in Certificate No. 2914 of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff, on October 15, 1959, for amount in said Certificate hereinafter set forth.

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County,

FILED
1961 FEB 10 AM 10:19

9

and sold on the 15th day of October, 1959, by Edward M. Dunn, Jr., County Treasurer, and Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

> Certificate No. 2914 - Lot 29, Block F, Glen Isle, as shown on the Plat of Plat of Glen Isle, J.H.H.No. 542, 433, Second Election District, and assessed to Anna D. and Edna F. Schwartz, and sold to the Plaintiff for $13.68, of which sum $13.66 has been paid.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale, October 15, 1959.

It is thereupon, this 10th day of February, 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 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 April, 1961, next, warning the said Anna D. Schwartz, Edna F. Schwartz, and John D. Williams, and any and all persons having or claiming to have any interest in the above mentioned parcel 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 April, 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, Glen Isle Estates, Inc., a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

9

GLEN ISLE ESTATES, INC., a body corporate of the State of Maryland,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
		EQUITY NO. 14,216
vs.	:	
ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, Trustees, et al.	:	
	:	
Defendants	:	
	:	

ANSWER AND DISCLAIMER of ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, TRUSTEES

For Answer to the Bill of Complaint and Disclaimer to the lot or parcel of land described in the Bill of Complaint, Defendants Annd D. and Edna F. Schwartz, Trustees, say as follows:

1. They have received and read a copy of the bill of complaint filed herein.

2. That heretofore in the year 1956 they executed and delivered to defendant John D. Williams a deed to Lot No. 29, Block F, Glen Isle, as shown on "Plat of Glen Isle, Blocks E, F, G, H, U and V", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, folio 37.

3. That they do by these presents disclaim any interest in said Lot 29, Block F, Glen Isle, and by these presents do hereby quit claim, remise and convey any residual interest they may have in and to said lot unto the Plaintiff, Glen Isle Estates, Inc.

Anna D. Schwartz, Trustee
Anna D. Schwartz, Trustee

Edna F. Schwartz, Trustee
Edna F. Schwartz, Trustee

1961 MAR -7 AM 10:03

10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY ~~OF BALTIMORE~~, to wit:

Anna D. Schwartz and Edna F. Schwartz, being first duly sworn and on oath, depose and say that they have read the foregoing Answer and Disclaimer by them subscribed and verily believe same to be true.

Anna D. Schwartz, Trustee
Anna D. Schwartz, Trustee

Edna F. Schwartz, Trustee
Edna F. Schwartz, Trustee

SUBSCRIBED and SWORN to before me this 15th day of February, 1961.

Mary Harrison
Notary Public

C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
236 Main Stree
Annapolis, Mary
Attorneys

In The Circuit Court For Anne Arundel County, Maryland In Equity

Equity No. 14,216

GLEN ISLE ESTATES, INC., a body corporate of the State of Maryland
236 Main Street
Annapolis, Maryland,

Plaintiff

versus

ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, Trustees
413 Waveland Road
Baltimore, Maryland
and
JOHN D. WILLIAMS
4424 Hallet Street
Wheaton City
Rockville, Maryland
And any and all persons, heirs, devisees, assignees or other 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 29, Block F, Glen Isle, as shown on the Plat of "Glen Isle, Blocks E, F, G, H, U and V," recorded in Plat Book 21, folio 37.

All as substantially described in Certificate No. 2914 of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff, on October 15, 1959, for amount in said Certificate hereinafter set forth.

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County, and sold on the 15th day of October, 1959, by Edward M. Dunn, Jr., County Treasurer, and Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follow:

No. M 12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 426

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,216

Anna D. Schwartz

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 April, 1961. The first insertion being made the 16th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1961 MAR 14 PM 3:2

By H. Tilghman

Certificate No. 2914 - Lot 29, Block F, Glen Isle, as shown on the Plat of Plat of Glen Isle, J.H.H. No. 542, 433, Second Election District, and assessed to Anna D. and Edna F. Schwartz, and sold to the Plaintiff for $13.68, of which sum $13.68 has been paid.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale, October 15, 1959.

It is thereupon, this 10th day of February, 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 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 April, 1961, next, warning the said Anna D. Schwartz, Edna F. Schwartz, and John D. Williams, and any and all persons having or claiming to have any interest in the above mentioned parcel 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 April, 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, Glen Isle Estates, Inc., a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-9

LIBER 130 PAGE 428

GLEN ISLE ESTATES, INC., a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
vs.	:	Equity No. 14,216
ANNA D. SCHWARTZ, et al.,	:	
Defendants	:	
	:	

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared C. Maurice Weidemeyer, President of Glen Isle Estates, Inc., 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 none of the Defendants herein, namely, Anna D. Schwartz, Edna F. Schwartz and John D. Williams, are in the military service.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED AND SWORN to before me, this 5th day of May, 1961.

Mary Harrison

Mary Harrison - Notary Public

FILED

1961 MAY -6 AM 9:41

13

GLEN ISLE ESTATES, INC., a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,216
ANNA D. SCHWARTZ, 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 of 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 15th day of October, 1959, for non-payment of taxes due for the years 1958 and 1959,

And it further appearing that the Defendants, Anna D. Schwartz and Edna F. Schwartz, Trustees, have filed an answer disclaiming any interest in the property herein.

And it further appearing that a subpoena issued out of this court directed to the Defendant, John D. Williams, has been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendant, John D. Williams, has failed to enter his appearance herein in person or by solicitor, and has failed to file an answer to the bill of complaint, and the time within which said defendant could so appear and file

an answer having now expired, it is, thereupon, this 6th day of May, 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 October 15, 1959.

V. Bruce Duckett
Judge

FILED
1961 MAY -8 PM 1:05

15

LIBER 130 PAGE 431

GLEN ISLE ESTATES, INC. a body corporate	*	IN THE CIRCUIT COURT
Plaintifff	*	FOR ANNE ARUNDEL COUNTY
vs.	*	
ANNA D. SCHWARTZ, et al,	*	
Defendants	*	EQUITY NO. 14,216

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that a subpoena issued out of this Court directed to the Defendant, John D. Williams, has been returned "Summoned", as will more fully appear from the Sheriff's return filed herein.

And it further appearing that the Defendants, Anna D. Schwartz and Edna F. Schwartz, Trustees, have filed an answer disclaiming any interest in the property herein.

And it further appearing that a decree pro confesso was entered herein on the 6th day of May, 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, except as above noted or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 9th day of June, 1961,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants Anna D. Schwartz, Edna F. Schwartz, Trustees, and John D. Williams, and any and all persons having or claiming to have any interest, right or title in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 15th day of October, 1959, for non-payment of taxes for the years 1958 and 1959, to wit:

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16

Certificate No. 2914 - Lot 29, Block F, as shown on the Plat of Glen Isle, J.H.H. 542, 433, Second Election District, and assessed to Anna D. Schwartz

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

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Glen Isle Estates, Inc., Plaintiff in these proceedings, a deed of conveyance to the aforesaid lot and parcel 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.

Mitchell Brown
JUDGE

17

LIBER 130 PAGE 433

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
KERMIT T. SILCOX AND DOROTHY V. SILCOX, HIS WIFE	:	(In Equity) No. 14,208

Mr. Clerk:

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

1. Certified copy of original Mortgage from Kermit T. Silcox and Dorothy V. Silcox, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 folio 446.

Walter S. Calwell,
Attorney Named in Mortgage

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1961 FEB -7 PM 9:26

City and County Form. 130 434

LIBER 1064 PAGE 446

This Mortgage, Made this 24th day of September, in the year one thousand, nine hundred and fifty-six, between KERMIT T. SILCOX and DOROTHY V. SILCOX, 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 EIGHTY SIX HUNDRED ($8600.00) 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 six per cent (6%) per annum in the manner following:

By the payment of Sixty-one and 62/100ths ($61.62) Dollars, commencing on the first day of November, 19 56, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 13 in Block B as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12.

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

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1951 FEB -7 PM 3:33

Petitioners Exhibit "NO. 1"

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety-Dollars ($90.00), 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.

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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...seventy-five.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, 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:

Charles E. Williams

Kermit T. Silcox (SEAL)

(SEAL)

Dorothy V. Silcox (SEAL)

(SEAL)

(SEAL)

4

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24th day of September, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~city~~ county aforesaid, personally appeared KERMIT T. SILCOX and DOROTHY V. SILCOX, his wife, and they

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Charles E. Williams
CHARLES E. WILLIAMS
Notary Public

Rec'd for record Sept 25, 1956 at 2.10 P.M.
Mailed to Callahan & Calwell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing....Mortgage.....is truly taken and copied from Liber..G.T.C.. No...1064..., folio..446....., 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...1st.day of..February... A. D., 196.1

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

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LIBER 130 PAGE 439

MILITARY AFFIDAVIT

Docket folio-

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of February 1961 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 that the Defendants Kermit T. Silcox and Dorothy V. Silcox, 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

1961 FEB -7 AM 9:26

6

WALTER S. CALWELL, LIBER 130 PAGE 440

IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

KERMIT T. SILCOX AND

DOROTHY V. SILCOX, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Kermit T. Silcox and Dorothy V. Silcox, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the 24th day of September 1956, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. 1064 Folio 446 .

Amount of Mortgage	$8600.00
Less - amount paid on principal	463.48
	8136.52 ✓
Plus - interest to 3/2/61	338.09
	8474.61
Plus - overdraft in expense account	24.43
	8499.04

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 6th day of **February** in the year nineteen hundred and **sixty-one** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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1961 FEB.-7 AM 9:26

Clara M. Link

Clara M. Link Notary Public

7

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

LIBER 130 PAGE 441

LIBER 10 PAGE 522

Equity No. 14,208

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

330675

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 EIGHTY-FIVE HUNDRED AND 00/100 ($8500.00 - - - - - - - - - - - - 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 10th - day of March - - - - - - 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 Kermit T. Silcox and Dorothy V. Silcox his wife to the Baltimore Federal Savings and Loan Association bearing date the 24th - - day of September nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1064, Folio 446, and

Lot 13 Block "B" 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. Lirch

~~Attest~~ As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H.Nichols Attorney-in-Fact

Bond approved this 11 day of March, 1961

George T. Cromwell, Clerk

FILED
MAR 11 AM 10:55

8

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal B[illegible]ng
Baltimore 2, Mary[illegible]

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Kermit T. Silcox and Dorothy V. Silcox, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 folio 446 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Tues,, March 14, 1961 at 3:15 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 13 in Block B as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 26 folio 12, situate on the westerly side of Lockwood Road 5th house south of Lake Avenue, having a frontage of 75 feet with a depth of about 156 feet

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 $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air, oil fired heat, and a 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
M-9

9

14,208

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1130 PAGE 442

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed

Attorney's Sale

Kermit T. Silcox

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 March, 1961. The first insertion being made the 16th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1961
MAR 14 AM 9:25

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
KERMIT T. SILCOX AND DOROTHY V. SILCOX, HIS WIFE	:	(In Equity) No. 14,208 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 24th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 folio 446 from said Kermit T. Silcox and Dorothy V. Silcox, 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 14th day of March, ~~xxx~~ 1961 attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated a Lot No. 13 in Block B, as shown on the 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

1961 MAR 17 AM 11:18

10

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Kermit T. Silcox and Dorothy V. Silcox, his wife to Baltimore Federal Savings and Loan Association, dated September 24th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1064 folio 446 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

Tues,, March 14, 1961

at 3:15 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 13 in Block B, as shown on the 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, situate on the westerly side of Lockwood Road 5th house south of Lake Avenue, having a frontage of 75 feet with a depth of about 156 feet

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 $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air, oil fired heat, and a 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
M-9

LIBER 130 PAGE 444

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.

Theproperty was sold to Baltimore Federal Savings and Loan Association at and for the sum of Six Thousand ($6,000.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **15th** day of **March, 1961** 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 130 PAGE 445

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

KERMIT T. SILCOX AND DOROTHY V. SILCOX, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,208 Equity

Ordered, this 17th day of March, 19 61, 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 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.

The report states that the amount of sale was $6,000.00.

Filed Mar.17,1961

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

KERMIT T. SILCOX AND DOROTHY V. SILCOX, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of April, 19 61 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1961 APR 25 PM 1:51

12

LIBER 130 PAGE 446

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
KERMIT T. SILCOX AND DOROTHY V. SILCOX, HIS WIFE	:	(In Equity) 14,208 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Eighty-five Hundred ($8500.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on March 14th, 1961 make sale of the certain property described in said Mortgage, after due notice by advertisement thereof.

2nd. That the property was purchased by your Petitioner, holder of the aforesaid Mortgage, for lack of a higher bid, for the sum of Six Thousand ($6,000.00) Dollars, which figure was considerably below the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner praus that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $8500.00 to that of $6000.00.

FILED

1961 MAR 17 PM 2:41

13

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Eugene K. Reilly - Vice President

Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of March, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

17 Ca

UPON the aforegoing Petition and Affidavit, it is this day of March, 1961, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $8500.00, and approved by this Court, be and the same is hereby deceased to appear in the penalty of $6000.00.

Matthew A. Em

FILED

1961 MAR 20 AM 10: 07

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 449

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,208 Kermit T. Silcox

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 APR 17 AM 11:58

H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,208 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

KERMIT T. SILCOX and DOROTHY V. SILCOX, his wife

Ordered, this 17th day of March, 1961, 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 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.

The report states that the amount of sale was $6,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-13

No. M.G. 19981

16

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Kermit I. Silcox
and
Dorothy V. Silcox, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,208 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. Fiedeling
Auditor.

May 3, 1961

FILED
1961 MAY -6 AM 9:56

17

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Kermit I. Silcox and Dorothy V. Silcox, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	211	26	286	26
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account and two copies	18	00	57	25
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	24	00		
E.T. Newell & Co.,Inc.-auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Clara M. Link - notary fees	1	25	150	15
To Attorney for Taxes, viz: 1961 State and County taxes ($141.39)- 2 months 14 days	28	74	28	74
To Attorney for Ground Rent, viz: Semi-annual ground rent ($45.00) due 8/9/61 - 1 month 5 days	8	75	8	75
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,510	85	5,510	85
			6,042	00
Amount of mortgage claim filed	8,499	04		
Interest @ 6% on principal balance of $8,136.52 from 3/2/61 to 6/12/61 - 3 months 10 days	135	61		
	8,634	65		
Cr. Amount allowed above	5,510	85		
Balance subject to decree in personam	3,123	80		

18

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

1961				
March	14	Proceeds of Sale	6,000 00	
		Interest on deferred payment to 4/25/61	42 00	6,042 00
				6,042 00

LIBER 130 PAGE 453

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Kermit I. Silcox

and

Dorothy V. Silcox, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,208 Equity.

1961 MAY -6 AM 9:56

ORDERED, This 6th day of May, 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 12th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of June, 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 JUN 13 AM 10:35

O. Bowie Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 454

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,208

Auditor Account

Kermit I Silcox

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 12th day of June, 1961. The first insertion being made the 11th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Pilgrim

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,208 Equity

WALTER S. CALWELL, Attorney named in Mortgage
KERMIT I. SILCOX and DOROTHY V. SILCOX, his wife

Ordered, this 6th day of May, 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 12th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

GEORGE T. CROMWELL, Clerk

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

No. M. G. 20795

FILED
1961 MAY 31 PM 3:29

21

LIBER 130 PAGE 455

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
IRVIN J. BAKER AND JOYCE LEE BAKER, HIS WIFE	:	(In Equity) 14,207

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 Irvin J. Baker and Joyce Lee Baker, his wife to Baltimore Federal Savings and Loan Association, dated July 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 358.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 FEB -7 AM 9:25

City and County Form.

LIBER 130 PAGE 456

BOOK 1315 PAGE 358

14,207
Equity

This Mortgage, Made this 21st day of July, in the year one thousand, nine hundred and fifty-nine, between IRVIN J. BAKER and JOYCE LEE BAKER, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND NINE HUNDRED and No/100ths ($15,900.00) 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 per cent (5 1/4%) per annum in the manner following:

By the payment of Eighty-seven and 81/100ths ($87.81) Dollars, commencing on the first day of September, 1959, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot 58 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

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

FILED

1961 FEB -7 AM 9:25

2

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

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

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

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

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

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

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

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

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

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

~~*WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice President.*~~

WITNESS:

Charles E Williams

Irvin J. Baker ..... (SEAL)

Irvin J. Baker

..... (SEAL)

Joyce Lee Baker ..... (SEAL)

Joyce Lee Baker

..... (SEAL)

5

LIBER 130 PAGE 459
BOOK 1315 PAGE 361

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 21st day of July, 1959, before me, a Notary Public of said State, personally appeared Irvin J. Baker and Joyce Lee Baker, his wife

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

AS WITNESS my hand and Notarial Seal.

Robert F. Vavrina
Notary Public

ROBERT F. VAVRINA 11.00

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

Rec'd for record July 25, 1959 at 9:35 A.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

IRVIN J. BAKER AND
JOYCE LEE BAKER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 130 PAGE 460

MILITARY AFFIDAVIT

Docket 14,207 folio 266

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd, day of February 19 61 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 that the Defendants Irvin J. Baker and Joyce Lee Baker, his wife

against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter L. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

FILED

1961 FEB -7 AM 9:25

6

WALTER S. CALWELL, LIBER 130 PAGE 461 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY 14207

IRVIN J. BAKER AND

JOYCE LEE BAKER, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Irvin J. Baker and Joyce Lee Baker, his wife

to Baltimore Federal Savings and Loan Association

dated the 21st day of July 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1315 Folio 358 .

Amount of Mortgage	$15,900.00
Less - amount paid on principal	154.99
	15,745.01
Plus - interest to 3/2/61	762.28
	16,507.29
Plus - overdraft in expense account	25.11
	16,532.40

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 2nd day of February in the year nineteen hundred and sixty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene K. Reilly, 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.

1961 FEB -7 PM 0:25

Clara M. Link

Clara M. Link Notary Public

1

xxxxxxxxxxxxAttorney's Bond. LIBER 130 PAGE 462 1-369

New Amsterdam Casualty Company

Equity No. 14,207.

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

LIBER 10 PAGE 523

330674

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTEEN THOUSAND, SIX HUNDRED AND 00/100 ($16,600.00) - - - - - - - - - - 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 10th - - - - - - - - - - - - - - - - - - - day of March - - - - - - - - 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 Irwin J. Baker and Joyce Lee Baker, his wife to the Baltimore Federal Savings & Loan Association - - - - - - - - - - bearing date the 21st - - - day of July - - - - nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel - County, in Liber G.T.C. No. 1315, Folio 358, and

#202 Sharon Drive - Anne Arundel Co Md.

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Frick

~~Attest:~~ As to Surety:

N.S. Kraus
N.S. Kraus

(signature) (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By (signature)
R.H. Nichols ~~Attorney-in-Fact~~

FILED

1961 MAR 11 AM 10:55

Bond approved this 11th day of March, 1961
George T Cromwell Clerk

8

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Build'
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Irvin J. Baker and Joyce Lee Baker, his wife to Baltimore Federal Savings and Loan Association, dated July 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 368 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Tues., March 14, 1961
at 3:00 P.M.

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

Being known and designated as Lot 58 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate at the northwest corner of Sharon Drive and Elizabeth Avenue, having a frontage on Sharon Drive of about 130 feet with a depth of approximate 150 feet

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a tri-level frame dwelling, containing 6 rooms, 1 bath and powder room, also car port, forced air oil fired heat.

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

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

M-9

No. 9

14,207.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 463

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed

Attorney's Sale

Irvin J. Baker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of March, 1961. The first insertion being made the 16th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1961

14

By H. Tilghmans

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
IRVIN J. BAKER AND JOYCE LEE BAKER, HIS WIFE	:	(In Equity) No. 14,207 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **July 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 358** from said **Irvin J. Baker and Joyce Lee Baker, his wife** to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in **"The Maryland-Gazette"** a newspaper published in **Anne Arundel** County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the **14th** day of **March, 1961 at three P.M.,** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 58 as shown on the Plat entitled "Second Revision Sharonville", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 MAR 17 AM 11:19

10

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Irvin J. Baker and Joyce Lee Baker, his wife to Baltimore Federal Savings and Loan Association, dated July 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 358 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., March 14, 1961
at 3:00 P.M.

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

Being known and designated as Lot 58 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate at the northwest corner of Sharon Drive and Elizabeth Avenue, having a frontage on Sharon Drive of about 130 feet with a depth of approximate 150 feet

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a tri-level frame dwelling, containing 6 rooms, 1 bath and powder room, also car port, forced air oil fired heat.

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

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

M-9

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twelve Thousand ($12,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **15th** day of **March, 1961** before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

LIBER 130 PAGE 466

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

IRVIN J. BAKER AND JOYCE LEE BAKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,207 Equity

Ordered, this 17th day of March, 19 61, 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 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.

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

FILED: Mar.17,1961
True Copy,

George T Cromwell, Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

IRVIN J. BAKER AND JOYCE LEE BAKER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 25th day of April, 19 61 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett, JUDGE.

FILED

1961 APR 25 PM 1:59

12

LIBER 130 PAGE 467

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
IRVIN J. BAKER AND JOYCE LEE BAKER, HIS WIFE	:	(In Equity) No. 14207 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Baltimore Federal Savings and Loan Association, by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Sixteen thousand six hundred ($16,600.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on March 14th, 1961 make sale of the certain property described in said Mortgage, after due notice by advertisement thereof.

2nd. That the property was purchased by your Petitioner, holder of the aforesaid Mortgage for lack of a higher bid, for the sum of Twelve Thousand ($12,000.00) Dollars, which figure was considerably below the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court and is now running thereon.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $16,600.00 to that of $12,000.00.

FILED

1961 MAR 17 PM 2:41

13

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Eugene K. Reilly - Vice President

Walter S. Calwell
Walter S. Calwell,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of March, 1961, before me the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link - Notary Public

UPON the aforegoing Petition and Affidavit, it is this 17th day of March, 1961, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $16,600.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $12,000.00.

Matthew S. Evans

FILED

1961 MAR 20 AM 10:08

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 470

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,207 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
IRVIN J. BAKER and JOYCE LEE BAKER, his wife

Ordered, this 17th day of March 1961, 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 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.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,207

Irvin J. Baker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

APR 17 AM 11:58

H. Tilghman

No. M. G. 19972 1961

16

LIBER 130 PAGE 471

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Irvin J. Baker
and
Joyce Lee Baker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,207 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

May 3, 1961

FILED

1961 MAY -6 AM 9:56

12

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Irvin J. Baker and Joyce Lee Baker, his wife

in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	392	52	592	52
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account and two copies	18	00	57	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	48	00		
E.T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20		
Clara M. Link - notary fees	1	25	182	29
To Attorney for Taxes, viz: 1961 State and County taxes ($196.71) - 2 months 14 days	39	76	39	76
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,212	18	11,212	18
			12,084	00
Amount of mortgage claim filed	16,532	40		
Interest @ 5½% on principal balance of $15,745.01 from 3/2/61 to 6/12/61 - 3 months 10 days	229	61		
	16,762	01		
Cr. Amount allowed above	11,212	18		
Balance subject to decree in personam	5,549	83		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961				
March	14	Proceeds of Sale	12,000 00	
		Interest on deferred payment to 4/25/61	84 00	12,084 00
				12,084 00

LIBER 130 PAGE 474

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Irvin J. Baker

and

Joyce Lee Baker, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,207 Equity.

ORDERED, This 6th day of May, 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 12th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

George T. Cromwell.

FILED
1961 MAY -6 PM 3:56

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13 day of June, 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 JUN 13 AM 10:35

D. Brui Duckett

2)

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 475

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,207

Auditor Account

Irvin J. Baker

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 12th day of June, 1961. The first insertion being made the 11th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Pilghaman

FILED

1961 MAY 31 PM 3:29

No. M.G. 20796

21

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,207 Equity

Walter S. Calwell,
Attorney named in Mortgage
versus
IRVIN J. BAKER and
JOYCE LEE BAKER, his wife

Ordered, this 6th day of May, 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 12th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-25

E-116—1M—3-28-60.

LIBER 130 PAGE 476

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

Vs.

ELVEY S. AMBROSE, JR. and
FREIDA E. AMBROSE, his wife
8 Winding Woods Way Road, Pasadena
Anne Arundel County, Maryland
Defendants

Docket _____ Folio _____
Case No. 14,211 Equity
Filed _____

IN THE
CIRCUIT COURT
FOR
A.A
~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 13th day of February A.D. 1959 the defendants Executed and delivered to Provident Savings Bank of Baltimore, a body corporate of Maryland, a mortgage upon certain leasehold property in ~~Baltimore~~ A.A County, therein described, to secure the payment of the mortgage debt of $8,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

~~Attorney for Plaintiff~~

FILED

1961 FEB -8 AM 9:38

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.

MARYLAND

14,211 Equity

MORTGAGE

THIS MORTGAGE, made this 13th day of February, A. D. 1959, by and between ELVEY S. AMBROSE, JR., and FREIDA E. AMBROSE, his wife - - - - - - - - -

of - - - - - - - - - Anne Arundel County - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and - - - - - PROVIDENT SAVINGS BANK OF BALTIMORE - - - - - - - - -,

a corporation organized and existing under the laws of the State of Maryland - - - - - - - - - - hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, [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 EIGHT THOUSAND FIVE HUNDRED AND 00/100ths - - - - - - - - - - - Dollars ($ 8,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and three-fourths per centum (4-3/4 %) per annum until paid, principal and interest being payable at the office of the Mortgagee -, 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-FOUR AND 93/100ths - - - - - - - Dollars ($ 54.93), commencing on the first day of March, 1959, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1979. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 43, Winding Woodsway, as shown on Plat "C", of Brookfield on the Magothy, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat 2, Now Plat Book 24, folio 23.

BEING the same lot of ground described in an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Donald J. McDonald and Mary H. McDonald, his wife, unto the within named Mortgagors.

PROVIDENT SAVINGS BANK OF BALTIMORE :
Plaintiff
vs. : IN THE CIRCUIT COURT FOR
ELVEY S. AMBROSE, JR. and ANNE ARUNDEL COUNTY
FREIDA E. AMBROSE, his wife : IN EQUITY
Defendants
:

PETITIONER'S EXHIBIT #1

FILED

1961 FEB -8 AM 9:08

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

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

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 ground rent of Sixty Dollars ($60.00), payable in equal semi-annual installments on the twenty-second day of January and July in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4

5

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

Elvey S. Ambrose Jr. [SEAL]
Elvey S. Ambrose, Jr.
Freida E. Ambrose [SEAL]
[SEAL]
Freida E. Ambrose
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1274 PAGE 116

I HEREBY CERTIFY, That on this 13th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~, personally appeared ELVEY S. AMBROSE, JR., AND FREIDA E. AMBROSE, his wife - - - - - - - - - - - - - - - the above named Mortgagors, and - - - they - - - acknowledged the foregoing mortgage to be - - - - - - their respective - - - - - - - act.

At the same time also personally appeared Gerard H. Kirby, 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.

EDWARD C. GOLDER PUBLIC BALTIMORE CO. MD.

Edward C. Golder
Notary Public.
EDWARD C. GOLDER
MY COMMISSION EXPIRES MAY 4, 1959

Rec'd for record Feb. 17, 1959, at 10:23 AM.
Mailed to The Maryland Title Guarantee Co.

8C15

139,025
TCC:abp
STATE OF MARYLAND

Mortgage

FROM

ELVEY S. AMBROSE, JR., AND
FREIDA E. AMBROSE, HIS WIFE

TO

PROVIDENT SAVINGS BANK OF
BALTIMORE

Received for Record 19 at 10:23 o'clock M.
Same recorded in Liber No. 1274 Folio 112 &c.,
one of the Land Records of ANNE ARUNDEL COUNTY
and examined per
Cost of Record, $, Clerk.

RECORDED IN LIBER G.T.C. 1959 FEB 17 AM 10:23 & RECORDED IN LIBER G.T.C. FOLIO 112 GEO. ROMWE CLERK

FILED 130

☆ U.S. GOVERNMENT PRINTING OFFICE: 1957—O-427739

THE MARYLAND TITLE GUARANTEE CO.
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

M-3/60 LIBER 130 PAGE 481

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

ELVEY S. AMBROSE, JR. and
FREIDA E. AMBROSE, his wife
8 Winding Woods Way Road, Pasadena
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

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

Case No. 14,211 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on the 7th day of February, 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.

Catherine T. Boegner
CATHERINE T. BOEGNER Notary Public

John J. Neubauer
John J. Neubauer - Affiant

FILED

1961 FEB -8 AM 9:33

6

PROVIDENT SAVINGS BANK OF BALTIMORE :
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff :

vs.

ELVEY S. AMBROSE, JR. and :
FREIDA E. AMBROSE, his wife
8 Winding Woods Way Road, Pasadena
Anne Arundel County, Maryland
Defendants :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY 14.21 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore, a body corporate of the State of Maryland, under the Mortgage from Elvey S. Ambrose, Jr. and Freida E. Ambrose, his wife, to Provident Savings Bank of Baltimore, dated the 13th day of February, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1274, folio 112.

Original amount of mortgage	$ 8,500.00
Less payments made on account	1.19
Balance due on principal	$ 8,498.81
LESS:	
Credit in expense account	49.65
Net balance due on account of principal	$ 8,450.35
Interest to March 1st, 1961	235.49
Balance due on principal and interest	$ 8,685.84

Daily interest is $1.12

PROVIDENT SAVINGS BANK OF BALTIMORE

BY: Gerard W. Kirby
Gerard W. Kirby, Senior Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of February, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared GERARD W. KIRBY, Senior Vice-President of PROVIDENT SAVINGS BANK OF BALTIMORE, the Plaintiff in the above entitled cause, and made oath that the foregoing is a 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.

Norman G. Williams
Norman G. Williams Notary Public

FILED

1961 FEB -8 AM 9:38

7

E-117—1M—3-28-60.

LIBER 130 PAGE 483

Anne Arundel

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

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland

Plaintiff

Vs.

ELVEY S. AMBROSE, JR. and
FREIDA E. AMBROSE, his wife
8 Winding Woods Way Road, Pasadena
~~Anne Arundel County, Maryland~~

Defendants

DOCKET_____ FOLIO_____

CASE NO. 14,211 Equity

FILED _____

IN THE

CIRCUIT COURT

FOR

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

_____TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 9th day of February in the year nineteen hundred and sixty-one by the Circuit Court of Anne Arundel ~~Baltimore~~ 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 Francis X. McDonough be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of 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 Anne Arundel ~~Baltimore~~ 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 sale price to bear interest from the day of sale; and be paid upon ratification of sale; ~~the remainder in one year from the day of sale, the purchase money of the property aforesaid to bear interest from the day of sale, payable semi-annually, the purchaser or purchasers giving bond or bonds with good and sufficient security or securities, to be approved by the Trustees, or the survivor of them, for the deferred payments, and the Trustees shall retain the title deeds as collateral security until full payment of the purchase money shall be made, 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 FEB -9 PM 3:43

Matthew S. Crowe
JUDGE

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 130 PAGE 484

LIBER 10 PAGE 501

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Equity 14,211

Provident Savings Bank of Baltimore

versus

Elvey S. Ambrose, Jr. & Freida E. Ambrose, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Francis X. McDonough, Keyser Building, Baltimore 2, Maryland as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 February in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Francis X. McDonough

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

Provident Savings Bank of Baltimore

versus

Elvey S. Ambrose, Jr. & Freida E. Ambrose, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Francis X. McDonough

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

Marie C. Sigwart (SEAL)
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

Francis X. McDonough (SEAL)
Francis X. McDonough

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth (SEAL)
Robert J. Noeth
Attorney in fact.

Bond approved this 15th day of February 1961

George T. Cromwell, Clerk

FILED

1961 FEB 15 PM 2:50

1M—12-58

14,211

LIBER 130 PAGE 485

REPORT OF SALE

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

ELVEY S. AMBROSE, JR. and
FREIDA E. AMBROSE, his wife
8 Winding Woodsway Road, Pasadena
Anne Arundel County, Md.
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY

[redacted]

ANNE ARUNDEL

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR [redacted] COUNTY:

The Report of Sale of John J. Neubauer and Francis X. McDonough

Trustees appointed by the decree in the above entitled cause to make sale of leasehold property known as Lot No. 43, Winding Woodsway, as shown on Plat "C" of Brookfield on the Magothy, upon which the improvements are known as No. 8 Winding Woodsway Road, 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 insented in the "MARYLAND GAZETTE", a weekly newspaper, published in Anne Arundel

[redacted] County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday, the 20th day of March, 1961, at 2:30 o'clock, P. M., attend on the premises and then and there sold the leasehold property to Provident Savings Bank of Baltimore, Howard and Saratoga Streets, Baltimore 1, Maryland at and for the sum of Sixty-five Hundred ($6500.00) Dollars it being the highest bidder therefor. Subject to the payment of an annual ground rent of Sixty and 00/100 Dollars ($60.00), payable in equal semi-annual installments on the 22nd days of January and July, in each and every year.

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee.

State of Maryland, CITY of Baltimore, Sct.

I Hereby Certify, that on this day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John J. Neubauer and Francis X. McDonough, Trustees and made oath that the matters stated in the foregoing Report of Sale are true, as therein set forth, and that the sale therein reported was fairly made.

AS WITNESS, my hand and notarial seal.

Richard M. Disney
Notary Public

RICHARD M. DISNEY NOTARY PUBLIC BALTIMORE, MD.

FILED
1961 MAR 21 AM 10:40

10

LIBER 130 PAGE 486

ORDER NISI

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

ELVEY S. AMBROSE, JR. and

FREIDA E. AMBROSE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,211 Equity

Ordered, this 21st day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Francis X. McDonough, Trustees

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

The report states that the amount of sale was $6,500.00.

Filed Mar 21,1961

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

ELVEY S. AMBROSE, JR. and

FREIDA E. AMBROSE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 25th day of April, 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 APR 25 PM 1:59

//

14,211

JOHN J. NEUBAUER
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

known as Route 8, Box 96, Pasadena, also known as 8 Winding Woodsway Road 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 "Provident Savings Bank of Baltimore vs. Elvey S. Ambrose, Jr. and Freida E. Ambrose, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Monday, Mar. 20, 1961 at 2:30 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 and designated as Lot No. 43, Winding Woodsway, as shown on Plat "C" of Brookfield on the Magothy, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat 2, now Plat Book 24, folio 23.

SUBJECT to the payment of an annual ground rent of Sixty Dollars ($60.00), payable in equal half-yearly installments on the 22nd days of January and July, in each and every year.

The improvements consist of a one-story frame dwelling, containing four rooms and one bath with forced warm air heat, oil fired.

The property is subject to the following:

(1) Restrictions contained in a Declaration of Charles C. Reeder, dated November 30, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 790, folio 330, restricting the use of the land.

No. 12

(2) Agreement between Randolph B. Mason and wife and Consolidated Gas, Electric Light and Power Company of Baltimore, dated August 8, 1933 and recorded among the Land Records aforesaid in Liber F.S.R. No. 113, folio 202, granting the right to erect poles and string wires.

(3) Agreement between Randolph B. Mason and wife and Consolidated Gas, Electric Light and Power Company of Baltimore, dated April 16, 1934 and recorded as aforesaid in Liber F.S.R. No. 124, folio 387, granting the right to erect poles for electric equipment.

(4) Set back lines as shown on the recorded Plat "C" of Brookfield on the Magothy, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 2, now Plat Book 24, folio 23.

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
Francis X. McDonough
Trustees
Keyser Building
LE 9-3212

E. T. Newell & Co., Inc.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

M-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 487

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Trustee's Sale

Elvey S. Ambrose, 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 28th day of March, 1961. The first insertion being made the 23rd day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED

1961 MAR 29 AM 8:56

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 488

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,211

Elvey S. Ambrose, 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 24th day of April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,211 Equity
PROVIDENT SAVINGS BANK OF BALTIMORE
versus
ELVEY S. AMBROSE, JR. and FREIDA E. AMBROSE, his wife

Ordered, this 21st day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Francis X. McDonough, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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-13

FILED
1961 APR 17 AM 11:38

No. M. G. 1999-A

13

In the Case of

Provident Savings Bank of Baltimore

vs.

Elvey S. Ambrose, Jr., and Freida E. Ambrose, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,211 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 E. Fielding
Auditor.

May 2, 1961

FILED

1961 MAY -4 PM 1:50

14

Dr. in ac.

Provident Savings Bank of Baltimore vs. Elvey S. Ambrose, Jr., and Freida E. Ambrose, his wife

To Trustees for Fee, viz:	85	00		
To Trustees for Commissions, viz:	226	08	311	08
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	85	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	15	65		
U.S. Fidelity & Guaranty Co.-bond premium	20	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
Federal liens judgment report	3	00		
Clerk of Court - recording order to enter case to use of VA	1	75		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	7	15		
Notary fees	1	00	199	89
To Trustees for Ground Rent, viz:				
Semi-annual ground rent ($30.00) due 7/22/61 - 2 months	10	00	10	00
To Provident Savings Bank of Baltimore, mortgagee - this balance on account mortgage claim	6,047	46	6,047	46
			6,628	93
Amount of mortgage claim filed	8,685	84		
Interest on principal balance of $8,450.35 from 3/1/61 to 6/5/61 - 97 days @ $1.12	108	64		
	8,794	48		
Cr. Amount allowed above	6,047	46		
Balance subject to decree in personam	2,747	02		

15

with John J. Neubauer and Francis X. McDonough, Trustees

Cr.

1961				
Mar.	20	Proceeds of Sale	6,500 00	
		Interest on deferred payment of $6,000.00 - 1 month 6 days	36 00	6,536 00
		Refund 1961 State and County taxes- 9 months 10 days	92 93	92 93
				6,628 93

1/

LIBER 130 PAGE 492

ORDER NISI

Provident Savings Bank of Baltimore

VERSUS

Elvey S. Ambrose, Jr., and Freida E. Ambrose, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,211 Equity.

FILED 1961 MAY -4 PM 1:50

ORDERED, This 4th day of May, 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 12th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of June, 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 JUN 13 AM 10:34

17

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 493

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,211 Equity
Provident Savings Bank of Baltimore

versus

ELVEY S. AMBROSE, JR., and FREIDA E. AMBROSE, his wife

Ordered, this 4th day of May, 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 12th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 14,211

Elvey S. Ambrose, 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 12th day of June, 1961. The first insertion being made the 11th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

1961 MAY 31 PM 3:29

No. M. G. 20793

18

LIBER 130 PAGE 494

SAMUEL SCHENKER, Attorney Named in the Mortgage	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
LOUIS B. THOMAS and DOROTHY THOMAS, his wife	*	EQUITY # 14,223

* * * * * * * * * * *

ORDER TO DOCKET MORTGAGE

Mr. Clerk:

Please docket this mortgage foreclosure case with the attached mortgage as Exhibit "A" and statement of claim Exhibit "B".

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

FILED

1961 FEB 14 PM 2:01

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

LIBER 130 PAGE 495

BOOK 1269 PAGE 431

14,223 Equity

This Mortgage,

made this 23rd day of January in the year one thousand nine hundred and fifty-nine, between Louis B. Thomas and Dorothy Thomas, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and CHESAPEAKE SAVINGS AND LOAN ASSOCIATION, INC., OF ANNAPOLIS, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of Three thousand four hundred one ($3,401.26) dollars and twenty six cents Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Forty ($40.00) dollars and no cents Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter decribed may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, ~~water 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 amounr so paid on rhe principal, as said principal shall abare in rhe amounr of each one hundred dollars. ~~And the Mortgagor(s) shall pay the sum of one hundred dollars to the Mortgagee if the mortgage is paid off within one year from date, seventy-five dollars if paid off within two years from date, and fifty dollars if paid off within three years from date.~~

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

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

BEGINNING for the same at a pipe on the Southeast side of the County Road leading from St. Margarets Road to Mill Creek through Browns Woods; said pipe being the following two courses and distances from the end of the North 32° 30' West 891 foot line of Lot 20 of Mulberry Hill as described in a conveyance from James R. Brashears to Richard Robinson by deed dated May 13, 1893 and recorded among the Land Records of Anne Arundel County in S.H. 43 Folio 574, South 32° 30' East 15 feet to a stone on the Southeast side of said road and thence along said road, South 57° 30' West 185.42 feet to said beginning point; and running from thence leaving said road, South 32° 30' East 377 feet to a pipe; thence South 57° 30' West 215 feet to a pipe; thence North 32° 30' West, 377 feet to a pipe on the Southeast side of

the abovementioned road; thence with the same, North 57° 30' East 215 feet to place of beginning. Containing 1.86 acres more or less. Being Lot B of the John R. Thomas property as surveyed in December, 1953 and described in August, 1954 by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors.

BEING the same property that was conveyed to the Mortgagors by John R. Thomas widower, by deed dated September 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 857 Folio 190.

Mortgagors shall pay two (2%) per cent of the unpaid balance or One Hundred ($100.00) dollars, whichever is the larger, if the said Mortgagors should prepay this mortgage.

Mortgagors hereby agree to pay the Mortgagee a four (4%) per cent penalty per month on any delinquent payments as set forth by the Mortgagee's By-Laws.

The Mortgagors agree that upon prepayment of twenty (20%) per cent of the mortgage balance in any one year period, said Mortgagors shall pay a two (2%) per cent penalty of the prepayment or three (3) months interest on the prepayment, whichever amout is larger.

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, rhen this morrgage shall be void.

And the said Mortgagor(s), for **his, her or 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 rents~~, 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 afrer default in rhe paymenr of any monthly installmenr, as herein provided, for rhirty days or after defaulr in rhe performance of any of rhe aforegoing covenants for rhirty days.

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 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 successor or assigns, or by Samuel Schenker, its duly constituted Attorney or Agent under Article 66, Section 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

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

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

WITNESS:

Samuel Schenker
SAMUEL SCHENKER

Louis B. Thomas (SEAL)
Louis B. Thomas

Dorothy Thomas (SEAL)
Dorothy Thomas

(SEAL)

5

LIBER 130 PAGE 498

BOOK 1269 PAGE 434

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13RD day of JANUARY, 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 Louis B. Thomas and Dorothy Thomas, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) they subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also acknowledge the foregoing Mortgage to be their act. At the same time also appeared OSCAR BRILLIANT, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Bert E. Schenker
Bert E. Schenker NOTARY PUBLIC
1050

My Commission expires
5/4/59

Rec'd for record Jan. 28, 1959, at 11:42 AM.
Mailed to Samuel Schenker

2 J

SAMUEL SCHENKER
Attorney
150 SOUTH STREET
ANNAPOLIS, MARYLAND

MORTGAGE
FROM
LOUIS THOMAS
DOROTHY THOMAS
TO
CHESAPEAKE SAVINGS & LOAN ASSOCIATION, INC., OF ANNAPOLIS, MARYLAND

1050 Rg

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 $.....

GEO. ... CLERK
1959 JAN 28 AM 11:42

LIBER 130 PAGE 499

SAMUEL SCHENKER, Attorney Named in the Mortgage	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
LOUIS B. THOMAS and DOROTHY THOMAS, his wife	*	EQUITY # 14,223

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

STATEMENT OF MORTGAGE CLAIM

Original Principal Balance January 26, 1959	$3,401.26
Less Principal Payments on Account	- 356.01
	3,045.25
UNPAID PRINCIPAL BALANCE NOW DUE, WHICH MUST BE ADDED INTEREST AND PENALTY TO MARCH 11, 1961.	106.21
	3,151.46
Less monies held in escrow account	- 13.10
Amount due	$3,138.36

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of February, 1961, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SAMUEL SCHENKER, Attorney Named in the Mortgage, and made oath in due form of law that the aforegoing Statement of Mortgage Claim is true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Bert E. Schenker - Notary Public

My Commission Expires:

May 1, 1961

FILED

1961 FEB 14 PM 2:01

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

6

LIBER 130 PAGE 500

Great American Insurance Company New York

BOND NO. 8062030

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 10 PAGE 524

EQUITY # 14223

Samuel Schenker, Attorney

-vs-

Louis Thomas and
Dorothy Thomas, his wife

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Samuel Schenker, as Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto the state of Maryland, in the full and just sum of

FOUR THOUSAND AND NO/100 ($4,000.00) 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 SEAL, and dated this 17th day of February, in the year of our Lord One Thousand Nine Hundred and Sixty-One.

WHEREAS, the above bounden, Samuel Schenker, by virtue of the power contained in a mortgage from Louis Thomas and Dorothy Thomas, his wife, bearing date the 23rd of January, 1959, and recorded among the mortgage records of Anne Arundel County, in Liber No. GTC 1269, Folio 431, and assigned to Samuel Schenker, Attorney named in mortgage for the purpose of Foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, sealed and delivered in
the presence of:

Patricia H. Staton

Samuel Schenker (SEAL)
Samuel Schenker

GREAT AMERICAN INSURANCE COMPANY

Witness: Cathleen Rice

BY: [signature]
Attorney-in-Fact

Bond approved this 11th day of March, 1961

George T. Cromwell, Clerk

FILED

1961 MAR 11 AM 10:56

7

F. 14037L-10M-4-56

SAMUEL SCHENKER
Attorney at Law
224 Main Street
Annapolis, Maryla

Mortgage Sale

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

UNDER AND BY virtue of the power of sale contained in a mortgage from Louis B. Thomas and Dorothy Thomas, his wife, dated January 23, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1269, folio 431, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by public auction, at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland.

Sat., March 11, 1961
at 11:00 A.M.

THE PROPERTY described in said Mortgage, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe on the Southeast side of the County Road leading from St. Margarets Road to Mill Creek through Browns Woods; said pipe being the following two courses and distances from the end of the North 32 degrees 30 minutes West 891 foot line of Lot 20 of Mulberry Hill as described in a conveyance from James R. Brashears to Richard Robinson by deed dated May 13, 1893, and recorded among the Land Records of Anne Arundel County in Liber SH 43, folio 574, South 32 degrees 30 minutes East 15 feet to a stone on the Southeast side of said road and thence along said road, South 57 degrees 30 minutes West 185.42 feet to said beginning point; and running from thence leaving said road, South 32 degrees 30 minutes East 377 feet to a pipe; thence South 57 degrees 30 minutes West 215 feet to a pipe; thence North 32 degrees 30 minutes West 377 feet to a pipe on the Southeast side of the abovementioned road; thence with the same, North 57 degrees 30 minutes East 215 feet to place of beginning. Containing 1.86 acres more or less. Being Lot B of the John R. Thomas property as surveyed in December, 1953, and described in August, 1954, by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors.

BEING the same property that was conveyed to the Mortgagors by John R. Thomas, widower, by deed dated September 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 857, folio 190.

IMPROVEMENTS: Containing a modern frame house.

TERMS OF SALE: A cash deposit of 10 per cent of sale price will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6 per cent from the date of sale to date of settlement. Taxes and other expenses and all other assessments to be adjusted to date of sale.

SAMUEL SCHENKER
Attorney Named in Mortgage

OFFICE OF 14,223

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 501

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed

Mortgage Sale

Louis B. Thomas

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 March, 1961. The first insertion being made the 16th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By: D. Tilghman

SAMUEL SCHENKER
Attorney At Law
224 Main Street
Annapolis, Maryland

MORTGAGE SALE

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

UNDER AND BY virtue of the power of sale contained in a mortgage from Louis B. Thomas and Dorothy Thomas, his wife, dated January 23, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1269, folio 431, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by public auction, at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland.

SATURDAY, MARCH 11, 1961

at 11 A.M.

THE PROPERTY described in said Mortgage, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe on the Southeast side of the County Road leading from St. Margarets Road to Mill Creek through Browns Woods; said pipe being the following two courses and distances from the end of the North 32 degrees 30 minutes West 891 foot line of Lot 20 of Mulberry Hill as described in a conveyance from James R. Brashears to Richard Robinson by deed dated May 13, 1893, and recorded among the Land Records of Anne Arundel County in Liber SH 43, folio 574, South 32 degrees 30 minutes East 15 feet to a stone on the Southeast side of said road and thence along said road, South 57 degrees 30 minutes West 185.42 feet to said beginning point; and running from thence leaving said road, South 32 degrees 30 minutes East 377 feet to a pipe; thence South 57 degrees 30 minutes West 215 feet to a pipe; thence North 32 degrees 30 minutes West 377 feet to a pipe on the Southeast side of the abovementioned road; thence with the same, North 57 degrees 30 minutes East 215 feet to place of beginning. Containing 1.86 acres more or less. Being Lot B of the John R. Thomas property as surveyed in December, 1953, and described in August, 1954, by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors.

BEING the same property that was conveyed to the Mortgagors by John R. Thomas, widower, by deed dated September 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 857, folio 190.

IMPROVEMENTS: Containing a modern frame house.

TERMS OF SALE: A cash deposit of 10 percent of sale price will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6 percent from the date of sale to date of settlement. Taxes and other expenses and all other assessments to be adjusted to date of sale.

Samuel Schenker
Attorney Named in Mortgage

FILED
1961 MAR 16 PM 3:48

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LIBER 130 PAGE 503

SAMUEL SCHENKER, Attorney named in the Mortgage	*	IN THE
	*	CIRCUIT COURT FOR
vs	*	ANNE ARUNDEL COUNTY
LOUIS B. THOMAS and DOROTHY THOMAS, his wife	*	EQUITY # 14, 223

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

AUCTIONEER'S CERTIFICATE

I hereby certify that on Saturday, March 11, 1961, I sold the propedrty known as Lot B of the John R. Thomas Property, Annapolis, Maryland, as described in the attached advertisement of sale to

ANNAPOLIS INVESTMENT CORPORATION

and I further certify that the sale was fairly made.

Robert Campbell, Auctioneer

PURCHASERS AGREEMENT

I hereby certify that I, acting for ANNAPOLIS INVESTMENT CORPORATION purchased the property known as Lot B of the John R. Thomas Property, Annapolis, Maryland, as described in the attached advertisement of sale from Samuel Schenker, Attorney Named in Mortgage, at and for the sum of Three Thousand Six Hundred Fifty and 00/100 ($3,650.00) Dollars and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

Margaret C. Carrow

Annapolis Investment Corp.
ANNAPOLIS INVESTMENT CORPORATION

BY: William Clatanoff
William Clatanoff - President

FILED

1961 MAR 16 PM 3:48

10

SAMUEL SCHENKER, Attorney Named in the Mortgage	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
LOUIS B. THOMAS and DOROTHY THOMAS, his wife	*	EQUITY # 14,223

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Attorney Named in the Mortgage, in Equity # 14,223, for purpose of selling the hereinafter described property at a mortgage foreclosure, said property being described as Lot B of the John R. Thomas Property, Annapolis, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the "Capital Gazette", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the Courthouse door in the City of Annapolis, Maryland, on Saturday, March 11, 1961, at 11 A.M., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

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

BEGINNING for the same at a pipe on the Southeast side of the County Road leading from St. Margarets Road to Mill Creek through Browns Woods; said pipe being the following two courses and distances from the end of the North 32 degrees 30 minutes West 891 foot line of Lot 20 ofMulberry Hill as described in a conveyance from James R. Brashears to Richard Robinson by deed dated May 13, 1893, and recorded among the Land Records of Anne

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

11

FILED
1961 MAR 16 PM 3:49

Arundel County in Liber SH43, folio 574, South 32 degrees 30 minutes East 15 feet to a stone on the Southeast side of said road and thence along said road, South 57 degrees 30 minutes West 185.42 feet to said beginning point; and running from thence leaving said road, South 32 degrees 30 minutes East 377 feet to a pipe; thence South 57 degrees 30 minutes West 215 feet to a pipe; thence North 32 degrees 30 minutes West 377 feet to a pipe on the Southeast side of the abovementioned road; thence with the same, North 57 degrees 30 minutes East 215 feet to place of beginning. Containing 1.86 acres more or less. Being Lot B of the John R. Thomas property as surveyed in December, 1953, and described in August, 1954, by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors.

BEING the same property that was conveyed to the Mortgagors by John R. Thomas, widower, by deed dated September 1, 1954, and recorded among the LandRecords of Anne Arundel County in Liber JHH 857, folio 190.

Said property being sold to Annapolis Investment Corporation for the sum of Three Thousand Six Hundred and Fifty Dollars ($3,650.00) , being at that price then and there the highest bidder therefore. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

And as in duty bound, etc.

Samuel Schenker

Samuel Schenker, Attorney
Named in the Mortgage

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

12

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY , that on this 14th day of March, 1961, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared SAMUEL SCHENKER, Attorney Named in the Mortgage, in Equity # 14, 223 in the Circuit Court for Anne Arundel County, and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Owen T. Saul
Notary Public

My Commission Expires:
May 1, 1961

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

13

LIBER 130 PAGE 507

ORDER NISI

SAMUEL SCHENKER, Attorney Named in the Mortgage

versus

LOUIS B. THOMAS and

DOROTHY THOMAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,223 Equity

Ordered, this 16th day of March, 19 61, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage

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

The report states that the amount of sale was $ 3,650.00

Filed Mar.16,1961

True Copy,

George T. Cromwell, Clerk.

TEST: ..... Clerk.

(Final Order)

SAMUEL SCHENKER, Attorney Named in the Mortgage

versus

LOUIS B. THOMAS and

DOROTHY THOMAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 25th day of April, 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 APR 25 PM 1:51

14

OFFIC~ OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 508

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,223 Equity
SAMUEL SCHENKER, Attorney Named in the Mortgage
versus
LOUIS B. THOMAS and DOROTHY THOMAS, his wife

Ordered, this 16th day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $3,650.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
A-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,223 Louis B. Thomas was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 APR 17 AM 11:58

H. Tilghman

No. M.G. 19984

15.

LIBER 130 PAGE 509

In the Case of

Samuel Schenker,
Attorney named in the Mortgage

VS.

Louis B. Thomas
and
Dorothy Thomas, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,223 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

May 5, 1961

Laura K. Dahling
Auditor.

16

Dr. in ac.

Samuel Schenker, Attorney named in the Mortgage vs. Louis B. Thomas and Dorothy Thomas, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	140	24	240	24
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	15	47		
Robert H. Campbell - auctioneer's fee	45	00		
Great American Ins. Co.- bond premium	16	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	4	40		
Bert E. Schenker - notary fee		50		
Owen A. Basil - notary fee		50	191	59
To Attorney for Taxes, viz: 1961 State and County taxes ($38.07)- 3 months 11 days	12	24	12	24
To Chesapeake Savings & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	3,179	08	3,179	08
			3,674	65
Amount of mortgage claim filed	3,138	36		
Interest @ 6% on principal balance of $3,045.25 from 3/11/61 to 6/11/61 - 3 months	45	68		
	3,184	04		
Cr. Amount allowed above	3,179	08		
Balance subject to decree in personam	4	96		

17

with Samuel Schenker, Attorney named in the Mortgage Cr.

1961				
Mar.	11	Proceeds of Sale	3,650 00	
		Interest on deferred payment of $3,285.00 to 4/27/61	24 65	3,674 65
				3,674 65

LIBER 130 PAGE 512

ORDER NISI

Samuel Schenker,
Attorney named in the Mortgage

VERSUS

Louis B. Thomas
and
Dorothy Thomas, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,223 Equity.

ORDERED, This 5th day of May, 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 12th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of June, 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 JUN 14 PM 3:01

O'Brien Dunbar

14

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 513

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1961

We hereby certify, that the annexed

Order Nisi

Andy Acct - Equity 14,223

Louis B. Thomas

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 12th day of June, 1961. The first insertion being made the 11th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillian L. French

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,223 Equity
SAMUEL SCHENKER,
Attorney named in Mortgage
versus
LOUIS B. THOMAS and
DOROTHY THOMAS, his wife

Ordered, this 5th day of May, 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 12th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-1

FILED
JUN -6 AM 11:46

No. M. G. 20794 1961

LIBER 130 PAGE 514

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
PHILLIP E. REAVES and EDITH G. REAVES, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 14,206 EQUITY

Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey, Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 FEB -7 AM 9:20

LIBER 130 PAGE 515

LIBER 1234 PAGE 281

14,206 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 11th day of September ,

in the year one thousand nine hundred and fifty eight , between

PHILLIP E. REAVES and EDITH G. REAVES, his wife, of

Brookville , in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to PHILLIP E. REAVES and EDITH G. REAVES, his wife,

the sum of Six Thousand Five Hundred and 00/100 ($6,500.00) - - - - - - - - - - dollars,

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

By the payment of Fifty Four and 86/100 ($54.86) -

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' advance interest on that part of a prepayment in any one year which exceeds twenty percent of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said PHILLIP E. REAVES and EDITH G. REAVES, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot , piece , or parcel of ground situate,

lying and being in the First election district of Anne Arundel County, State of Maryland, and described as follows: Being Lot No. 5, in Block Q, Section No. 2, Loch Haven Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat 8, now Plat Book 19, folio 47.

BEING the same property conveyed to the within named Mortgagors PHILLIP E. REAVES and EDITH G. REAVES, his wife, by deed of even date, from RALPH D. ROCKS and JEAN W. ROCKS, his wife, recorded or intended to be recorded among the Land Records of Anne Arundel County immediately hereto.

FILED

1961 FEB -7 AM 9:25

2

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever., SUBJECT, however, to Restrictions, JHH 781, folio 587

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) PHILLIP E. REAVES and EDITH G. REAVES, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey; as to both

Phillip E. Reaves (SEAL)

(SEAL)

Edith G. Reaves (SEAL)

(SEAL)

4

5

LIBER 130 PAGE 518

State of Maryland, Anne Arundel County, to wit: LIBER 1234 PAGE 284

I HEREBY CERTIFY, that on this 11th day of September 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 Anne Arundel County, personally appeared PHILLIP E. REAVES and EDITH G. REAVES, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

1000

Samuel M. Ivrey

Samuel M. Ivrey Notary Public.

My commission expires on May 4, 1959

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record Sept. 13, 1958 at 11:13 A.M.
Mailed to Samuel M. Ivrey

#2

Mortgage K

FROM

PHILLIP E. REAVES and

EDITH G. REAVES, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lot 5, Blk Q, Sec. 2, 1st. Dist.
Property Anne Arundel County, Maryland

Received for record 19 at o'clock M.
Same day recorded in Liber No. folio &c. one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $ 10.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 130 PAGE 519

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
PHILLIP E. REAVES and	:	ANNE ARUNDEL COUNTY
EDITH G. REAVES, his wife	:	NO. 14,206 EQUITY

: : : : : : : : : : :

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from Phillip E. Reaves and Edith G. Reaves, his wife, said Mortgage dated September 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1234, folio 281; said Mortgage being in default.

Balance due on principal to 2/28/61	$6,112.06
Interest through March 2, 1961	1.98
	$6,114.04

STATE OF MARYLAND, Anne Arundel County, to wit:-

I HEREBY CERTIFY that on this 6th day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Doris B. Clarke, Notary Public

My Commission Expires:

May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 FEB -7 AM 9:25

6

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

LIBER 130 PAGE 520

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
PHILLIP E. REAVES and	:	ANNE ARUNDEL COUNTY
EDITH G. REAVES, his wife	:	NO. 14,206 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, County of Anne Arundel, to wit:-

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Samuel M. Ivrey
Affiant

Subscribed and sworn to before me this 6th day of February, 1961.

Doris B. Clarke
Doris B. Clarke - Notary Public
My Commission Expires: May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1961 FEB -7 AM 9:25

7.

G 23086

LIBER 130 PAGE 521

LIBER 10 PAGE 513

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

NO. 14,206 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL M. IVREY as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorizedkto do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND DOLLARS ($7,000.00) ---------- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of March ,1961.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Phillip E. Reaves and Edith G. Reaves, his wife, ---------- bearing date on or about the 11th day of September , 1958, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and viftue in law.

SIGNED, sealed and delivered in the presence of

/s/ Samuel M. Ivrey (SEAL)

Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By /s/ John H. Hopkins

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

SURETY

WITNESS:

/s/ Ethel M. Carle

Ethel M. Carle

Bond approved this 1 day of March 1961

George T. Bramble, Clerk

FILED

1961 MAR -1 AM 11:44

8

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LOCH HAVEN BEACH, FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Phillip E. Reaves and Edith G. Reaves, his wife, said Mortgage dated September 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1234, folio 281, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

THURSDAY, MARCH 2nd, 1961

at 11 o'clock A.M.

ALL THAT LOT OF GROUND situate in the First Election District of Anne Arundel County, Maryland, being Lot No. 5, in Block Q, Section 2, Loch Haven Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat 8, now Plat Book 19, folio 47, SUBJECT, however, to Restrictions of record.

BEING the same property conveyed to Phillip E. Reaves and Edith G. Reaves, his wife, by deed from Ralph D. Rocks and Jean W. Rocks, his wife, dated September 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1234, folio 279.

THE SAID PROPERTY being improved by a frame and asbestos shingle house containing five rooms and bath, with oil hot air heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to:

SAMUEL M. IVREY, Attorney
Named In the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED
1961 MAR -3 AM 11:47

I/We hereby certify that I/We purchased the property described on the reverse side of this handbill at and for the price of $ 5,500.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 2nd day of March, 1961.

WITNESS:

Brendan O'Dwyer

Brendan O'Dwyer, Executive Secretary

ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION

BY: R. Gardiner Chaney (SEAL)

R. Gardiner Chaney, President

_____ (SEAL)

I hereby certify that I sold property described on the reverse side of this handbill to Annapolis Federal Savings and Loan Association at and for the price of $5,500.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 2nd day of March, 1961.

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey

Robert L. Campbell (SEAL)

Auctioneer

FILED

1961 MAR -3 AM 11:47

10

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
PHILLIP E. REAVES and	:	ANNE ARUNDEL COUNTY
EDITH G. REAVES, his wife	:	NO. 14,206 EQUITY

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Thursday, March 2, 1961, at 11 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THAT LOT OF GROUND situate in the First Election District of Anne Arundel County, Maryland, being Lot No. 5, in Block Q, Section 2, Loch Haven Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat 8, now Plat Book 19, folio 47, SUBJECT, however, to Restrictions of record.

BEING the same property conveyed to Phillip E. Reaves and Edith G. Reaves, his wife, by deed from Ralph D. Rocks and Jean W. Rocks, his wife, dated September 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1234, folio 279.

Said property being sold to Annapolis Federal Savings and Loan Association of Annapolis, Maryland, a body corporate of the United States of America, at and for the sum of Five Thousand, Five Hundred & NO/100 ($5,500.00), it being at that price then and there the highest bidder therefor.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 MAR -3 AM 11:47

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The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey
Attorney named in the Mortgage

STATE OF MARYLAND, Anne Arundel County, to wit:-

I HEREBY CERTIFY that on this 2nd day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Barbara Ann Thompson, Notary Public

My Commission Expires:
May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

LIBER 130 PAGE 526

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PHILLIP E. REAVES AND EDITH G. REAVES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,206 Equity

Ordered, this 3rd day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage

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

The report states that the amount of sale was $ 5,500.00.

George T. Cromwell Clerk.

True Copy,

FILED: 1961 Mar. 3, AM 11:47

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PHILLIP E. REAVES and EDITH G. REAVES, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 12th day of April, 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. Bruce Duckett

JUDGE.

FILED

1961 APR 12 PM 2:44

13

14,206

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

LOCH HAVEN BEACH, FIRST ELECTION DISTRICT ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Phillip E. Reaves and Edith G. Reaves, his wife, said Mortgage dated September 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1234, folio 281, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Thursday, Mar. 2, 1961

at 11 o'clock A.M.

ALL THAT LOT OF GROUND situate in the First Election District of Anne Arundel County, Maryland, being Lot No. 5, in Block Q, Section No. 2, Loch Haven Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat 8, now Plat Book 19, folio 47, SUBJECT, however, to Restrictions of record.

BEING the same property conveyed to Phillip E. Reaves and Edith G. Reaves, his wife, by deed from Ralph D. Rocks and Jean W. Rocks, his wife, dated September 11, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1234, folio 279.

THE SAID PROPERTY being improved by a frame and asbestos shingle house containing five rooms and bath, with oil hot air heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6 per cent per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to:

SAMUEL M. IVREY, Attorney
Named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

No.

14

F-28

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 527

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1961

We hereby certify, that the annexed Attorney's Sale Phillip E. Reaves

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of March, 1961. The first insertion being made the 7th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 528

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,206

Phillip E. Reaves

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 10th day of April, 1961. The first insertion being made the 9th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,206 Equity
In the Matter of the Mortgaged Real Estate of
PHILLIP E. REAVES and EDITH G. REAVES, his wife

Ordered, this 3rd day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $5,500.00.

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

FILED

No. M.C. 1990-1961 APR -6 PM 2:32

15.

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Phillip E. Reaves
and
Edith G. Reaves, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,206 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura V. Dickling
Auditor.

May 6, 1961

FILED
1961 MAY -9 PM 2:54

16

Dr. In the Matter of the Mortgaged Real Estate of Phillip E. Reaves and Edith G. Reaves, his wife — in ac.

To Attorney for Fee, viz	35	00		
To Attorney for Commissions, viz:	195	00	230	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	51		
Globe Indemnity Co. - bond premium	28	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	02		
One-half State documentary stamps	6	05		
Doris B. Clarke - notary fees	1	00		
Barbara Ann Thompson - notary fee		50	184	60
To Attorney for Taxes, viz: 1961 State and County taxes ($147.25) adjusted to 3/2/61 and $1.39 interest	26	75	26	75
To Annapolis Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,007	15	5,007	15
			5,500	00
Amount of mortgage claim filed	6,114	04		
Interest @ 6% on principal balance of $6,112.06 from 3/2/61 to 6/10/61 - 3 months 8 days	99	83		
	6,213	87		
Cr. Amount allowed above	5,007	15		
Balance subject to decree in personam	1,206	72		

17

with

Samuel N. Ivrey, Attorney named in Mortgage

Cr.

1961				
Mar.	2	Proceeds of Sale	5,500 00	5,500 00
				5,500 00

LIBER 130 PAGE 532

ORDER NISI

In the Matter of the Mortgaged Real Estate of Phillip E. Reaves and Edith G. Reaves, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,206 Equity.

ORDERED, This 9th day of May, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of June next.

FILED
1961 MAY -9 PM 2:54

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of June, 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 JUN 14 PM 3:12

19

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 533

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,206

Auditors Account

Phillip E. Reaves

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of June, 1961. The first insertion being made the 12th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,206 Equity

In the Matter of the Mortgaged Real Estate of
PHILLIP E. REAVES and
EDITH G. REAVES, his wife

Ordered, this 9th day of May, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the 13th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-28

FILED

No. M. G. 21252 1961 JUN -8 AM 11:53

LIBER 130 PAGE 534

IN THE MATTER OF THE : No. 14,437 Equity
MORTGAGED REAL ESTATE OF In The Circuit Court For
MYRT E. FULLERTON AND Anne Arundel County.
MAMIE R. FULLERTON, HIS WIFE. :

PETITION TO ENTER MORTGAGE RELEASED

To The Honorable, The Judges of said Court:

The petition of Katharine F. Grimes, respectfully shows:-

1. That by deed dated 7/18/21, recorded among the land records of Anne Arundel County, Maryland, in liber W.N.W. 48 folio 227, Addie C. Davis conveyed to Myrt E. Fullerton and Mamie R. Fullerton, his wife, as tenants by entireties in fee simple, Lot 93 as shown on a plat recorded among the plat records of said County and entitled "Davis' Addition to Germantown".

2. That Myrt E. Fullerton and Mamie R. Fullerton executed a mortgage of said realty to Arlie Fullerton, the brother of Myrt E. Fullerton, dated 4/6/27, recorded among the land records of Anne Arundel County, Maryland, in liber F.S.R. 18, folio 378 et seq., to secure a debt of $3,550.00, due ten years after said date, with option in the mortgagors to renew for an additional five years, and with option in the mortgagors to pre-pay said debt at the rate of $100 every three months when interest was due. This mortgage has not been released of record, and is a cloud upon title to said realty which is now vested in the petitioner and Mamie R. Fullerton as hereinafter related.

3. That the petitioner believes that said mortgage debt has been paid in full, as appears from the following:-

(a) At the time the mortgage was executed, and at all subsequent times until his death in 1945, Myrt E. Fullerton was employed at the U.S. Naval Academy as an Instrument Maker, and as an instructor, and had ample salary with which to meet all of his obligations as and when due, and customarily did so, and had a general reputation in the community in which he lived for doing so. For many years he was a Deacon of the College Avenue Baptist Church in Annapolis, Maryland. For a number of years prior to his death he contributed substantially to the support of his sister, Mrs. Cora Fullerton Finney, which indicates that he had more than ample means for meeting his own obligations as and when due. The petitioner, his daughter, is certain that he would have told her

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if he had been having any difficulty in meeting this or other financial obligations, and he never did. On the contrary, she finds a memo in his handwriting stating that the house has been "Paid In Full", filed herewith as exhibit 1. (See reverse side).

(b) That Arlie Fullerton, the mortgagee, died in October 1945, and his estate was administered in Ohio, and no asset in the nature of an obligation owing to him from Myrt Fullerton and Mamie Fullerton is in the inventory and appraisement of that estate, as is shown by the affidavit of William Howland, attorney at law, filed herewith as exhibit 2. The executor of his estate, Mrs. Cora F. Finney, has since died.

(c) That in the sixteen years which have elapsed since the deaths of Myrt E. Fullerton on February 13, 1945, and subsequent death of Arlie Fullerton in October, 1945, nobody has ever made any claim to Mamie R. Fullerton, nor to the petitioner who is the daughter of Myrt E. Fullerton, under said mortgage, nor have any proceedings to foreclose said mortgage ever been instituted, and to the best of their information, knowledge, and belief, nothing is owed under said mortgage.

4. That upon the death of Myrt E. Fullerton February 13, 1945, said realty vested in Mamie R. Fullerton as surviving tenant by the entirety. She conveyed it to Emanuel Klawans, trustee, who immediately reconveyed it to Mamie R. Fullerton and the petitioner as joint owners in fee simple with right of survivorship, by deed dated 6/22/46, recorded among the land records of Anne Arundel County in liber J.H.H. 366 folio 108.

5. That the petitioner has contracted to purchase certain other realty, and paid a deposit of $500 on the purchase price, and borrowed the rest of the price by offering the aforesaid Lot 93 as security for the loan. The loan to her is held up because of the cloud upon her title created by said mortgage, and therefore she is in default in her contract to purchase said other realty and is liable to forfeit her deposit and become liable for damages for breach of her contract to purchase same, unless said cloud upon her title be removed at once.

WHEREFORE, the petitioner prays that this Court appoint a trustee to execute a release of said mortgage, to be recorded, and for such other and further relief as the nature of the case may require.

AND AS IN DUTY BOUND, ETC.

Katharine F. Grimes Petitioner
Katharine F. Grimes

Emanuel Klawans Solicitor for the Petitioner
Emanuel Klawans, Townsworth Bldg., Annapolis, Maryland.
Col 3-3053.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 14th day of June, 1961, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared KATHARINE F. GRIMES, who, being first duly sworn, did make oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as there stated. As witness my hand and notarial seal.

Emanuel Klawans Notary Public

Emanuel Klawans

ORDER OF COURT

Upon the aforegoing petition, exhibits, and affidavit, it is this _____ day of June, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed, that the mortgage of Myrt E. Fullerton and Mamie R. Fullerton to Arlie Fullerton, dated 4/6/27, recorded among the land records of Anne Arundel County, Maryland, in liber F.S.R. 18 folio 378 et seq., be released, and that Emanuel Klawans is hereby appointed to execute a release of same and is authorized and directed to do so.

_____ Judge

LIBER 130 PAGE 537

IN THE MATTER OF THE	:	IN
MORTGAGED REAL ESTATE OF	:	THE CIRCUIT COURT
MYRT E. FULLERTON AND	:	FOR
MAMIE R. FULLERTON,	:	ANNE ARUNDEL COUNTY
HIS WIFE	:	NO. 14,437 EQUITY

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

TAKEN IN OPEN COURT

BEFORE

HON. BENJAMIN MICHAELSON

June 14, 1961

Present:

Mr. Emanuel Klawans, Solicitor for Petitioner

Mr. Gordon Fitzhugh, Deputy Clerk

Mrs. Shirley Miller, Court Stenographer

Witness:

Katharine F. Grimes, pages 2 - 9

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1961 JUN 15 PM 1:44

4

Katharine F. Grimes, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Klawans)

1. State your name and address.

A. Mrs. Katharine Fullerton Grimes, 100 McKendree Avenue, Annapolis, Maryland.

2. What is your relationship to Myrt E. Fullerton?

A. My relationship to Myrt E. Fullerton is daughter.

3. And during what years did you live in his home with him?

A. Practically all of my life.

4. Now what was his occupation April the 6th, 1927?

A. Instructor at the Naval Academy in Ordnance and Gunnery and Instrument Maker.

5. Do you know what his salary was?

A. I know that he had an adequate salary.

6. How long did he keep that position?

A. From July of 1911 until 1937.

7. And what happened in 1937?

A. My father had a heart attack at work and he was involuntarily retired.

8. Now what was his income after that?

A. His income from the Government at that time was $100.00 per month and from the Spanish American War Veteran's, $75.00 a month. At that time, in 1937, being a fairly adequate income considering it was a pension.

9. From '37 on he had pensions of $175.00 a month?

A. Yes, plus typewriter work my father did here in Annapolis. He

5

was quite well known for repairing typewriters and also added to his income that way.

10. Now who were the members of your family?

A. My mother and myself. After 1944, when I took proceedings to divorce my husband,at that time I asked my father to house me and my children.

11. Now what was your occupation at that time?

A. At that time I was a registered nurse working in and around Anne Arundel County on private duty and then during the war I started in as an industrial nurse working at Westinghouse in Baltimore and later on at the Yacht Yard in Eastport.

12. You had a fair income of your own?

A. I had a fair income of my own.

13. Were you ever asked for financial help by your father?

A. No, sir. I was never asked for financial help by my father. I needed my father. He didn't need me.

14. What was his custom with regard to paying debts?

A. My father was a just man having been a member of the College Avenue Baptist Church and served there as deacon for many years. His full purpose and intent always paying special attention to his obligations and debts at hand, even to maybe the week before he died, I specifically remember him saying to me, because he had been forwarned by the doctor that he could pass away at anytime, that it was his regret that the only thing that I would have to do for my mother was probably to have to support her, that everything else had been settled.

15. He said that all of his debts had been paid?

A. All of his debts had been paid.

6

16. And it was his custom to meet all his financial debts as they became due?

A. Yes, sir. My father had a good name in this County anywhere.

17. Now at the time of his death, other than current bills such as gas and telephone, did he owe any debts?

A. No, sir, no debts.

18. You were the one who handled his affairs and straightened out his affairs?

A. My mother handled his affairs at the termination of my father's life, and all of his debts were paid and I just continued thereon.

19. During your father's life, in the last years of his life, what did he contribute to the support of your sister, Mrs. Cora Fullerton, if any?

A. The last years of my father's life, because my Aunt was taking care of her brother, he thought that he would like to contribute to her support, too. She was a divorcee and had no income of her own. He felt as though he ought to give her some money, too. I remember well him making out checks or money orders. I am sure I remember at that time in the amount of about $25.00 a month. It wasn't very much but it was enough to help her along.

20. Now I show you a paper that has been filed with the bill of complaint as exhibit one and on the back of it there is a pencil notation stating [House Receipt Paid in Full]. In whose handwriting is this?

A. That is my mother's handwriting.

21. Is your mother living?

A. Yes, sir.

1

(PAPER FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 1)

22. How old is your mother?

A. My mother was 83 the 12th of May.

23. Of this year?

A. Yes, sir.

24. And what is her mental condition?

A. My mother is senile.

25. Is she able to recollect things at all?

A. No, sir. I have asked my mother repeatedly if she wouldn't try to search around in her mind and try to help me with the situation I now find myself in, and it doesn't even concern my mother a little bit. She just always says, "Your father did all that." It doesn't bother her. She seems, she is disoriented as to time and sometimes even to place, so that I can not get any real adequate information from Mama. She just seems to be content to let things ride because I think she is satisfied in her mind, as I am, that my father settled his just debts.

26. Now when did your father die?

A. My father died February the 13th, 1945.

27. '45?

A. Yes, sir.

28. And when did your Uncle, Arlie Fullerton, die?

A. My Uncle died eight months later in October of 1945.

29 Now before his death did he ever mention or claim anything owed tohim under his mortgage?

A. No, sir. He never did. It was never brought forward, never mentioned, never written about.

8

30. If anything had been owed to him he could have taken it up with your mother and yourself?

A. Oh, surely. He could have or his sister,either one.

31. His sister was Mrs. Cora Fullerton Finney?

A. That's right.

Klawans - Now we offer in evidence exhibit 2 with the bill of complaint, the affidavit of the Attorney at Law in Ohio, William L. Howland, to show that no debt of Myrt or Mamie Fullerton was included in the inventory appraisal of the estate.

(AFFIDAVIT FILED HEREWITH MARKED PLAINTIFF'S EXHIBIT NO. 2)

Court - I think a certified copy of this mortgage ought to be filed here in the proceedings also.

Klawans - Alright, sir.

Court - Court will give you permission to file it after you get it from the Clerk's office.

Klawans - Alright sir.

(LEAVE RESERVED TO FILE CERTIFIED COPY OF DEED MARKED PLAINTIFF'S EXHIBIT NO. 3)

32. Now in the sixteen years that have elapsed since the death of your father and since the death of Arlie Fullerton, has anybody ever asserted any claim under this mortgage to you or to your mother?

A. No, sir, never.

33. Now you have contracted to purchase other realty?

A. That is correct.

34. And you are trying to borrow money with which to pay for it

by mortgaging this property now under consideration?

A. Yes, sir. That is how this came to light.

35. And you are prevented from buying it by the existence of this mortgage?

A. That is correct.

36. And your time for settlement of your contract to buy the other house is long past due, is it not?

A. Yes, sir. It was due on the 29th of May.

37. And you have a deposit of $500.00 securing that contract?

A. Yes, sir.

38. Is there anything else that you can think of to tell the Court?

A. The only thing I would like to say is the fact that I feel like if there had been a debt that was outstanding by my mother or my father, I feel certain that my father would have wanted me to have made some steps to pay it off or see that it was paid or do something about it, if that hadn't been settled by him. I just don't think that he was aware of the situation that I now find myself in.

Court - When did you live in the home?

A. We moved to McKendree Avenue in 1923 and I have lived there ever since.

Court - And you lived there while both your father and Mother were living?

A. Yes, sir.

Court - And also while your mother was living?

A. Yes, sir. My mother is still living there.

10

Court - And at no time during the period in the 1940's did you ever hear any discussion about any mortgage debt that your father owed?

A. No, sir.

Court - Did you know your Uncle very well?

A. Oh, yes.

Court - Did they visit on occasions?

A. Oh, yes. My Uncle was very fond of my father, my Uncle being eleven years older than my father.

Court - How old was your father when he passed away?

A. Daddy would have been sixty three or sixty four. It would be 1880 from 1945.

Court - Sixty five.

A. He would have been sixty five the following April, yes. He was sixty four then.

39. And your father did state to you just before his death that he owed no bills, is that correct?

A. That is correct. He did also state that at the time he didn't leave a whole lot of insurance for Mama because, well women don't have much insurance, you know, because the husband is the provider. I felt that I would be well able to take care of Mama because Daddy had said that everything else was settled, and I found it so.

Court - Is it your statement too, that you never knew about this unreleased mortgage until recently?

A. Yes, sir.

Court - When the title examination revealed that the mortgage had never been released?

A. That's right. On the 29th of May when Mr. Ivrey informed me of that I was so taken back, it just felt like somebody had reached up and hit me in the face. I lost several nights sleep over it, believe me.

Court - Your Uncle then had no children?

A. My Uncle was a bachelor and my Aunt was barren.

Court - So that when they passed away there was no immediate family other than the relatives such as your father and your mother?

A. That is correct.

Court - And yourself. Alright. You get everything in shape and the Court will prepare the decree. I think it should be a little bit more embracing than what your order is, if you want to redraft it. You know the usual phraseology, this matter having come before the Court, in Open Court testimony was taken and so forth and then get your Order and decree if you wish to have it.

Klawans - Alright, sir. Thank you very much.

12

I hereby certify that the aforegoing testimony is a true and bona fide copy of the testimony of Katharine F. Grimes, given in Open Court in the case of In The Matter of the Mortgaged Real Estate of Myrt E. Fullerton and Mamie R. Fullerton, his wife, on the 14th day of June, 1961, in the Circuit Court for Anne Arundel County.

Shirley Miller

Shirley Miller, Court Stenographer

$10.00 A. DM

10

13

ESTIMATES CHEERFULLY GIVEN

Exhibit "1" PHONE 365-Y

LIBER 130 PAGE 547

LLOYD BROS.

Contractors and Builders

353 WEST STREET
ANNAPOLIS, MD., Mar 25 1923.

Received of Mr Fullerton $4451.00
Payment in full for the building of
one house on Mc Kendree St A.A. county

Paid in full.

Lloyd Bros
Per
Thos D. Lloyd

added improvements — $4451.00
Jan 6 - 1932 - Hot water heat - 533.25
Finished attic - 200.00
Feby 12 - 1935 - Sewer connection - 115.00
1919 - Lot - 450.00
Jan. 27 - 1928 - Sidewalks - 90.38
Oct - 14 - 1935 - Oil Burner - 393.54
$6,233.17

1946 storm window - 38.00
$6,271.17
Painting (44) 36.00
$6,307.17
May 49 House rechingled - 800.
$7,107.17
Oct 29 - 29 Piping - 300.00
$7,407.17

car - June - 1931 } - $345.00
garage & walk - 1931 } 250.00
$595.00
Fence - $18.00
$613.00
Heat - 533.25
14 Money left me by Mama - Oct 1

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15.

LIBER 130 PAGE 548

LIBER 130 PAGE 549

A F F I D A V I T

STATE OF OHIO, SCIOTO COUNTY, SS:

William L. Howland, being first duly sworn, deposes and says that he is an attorney at law practicing in Scioto County, Ohio; that he has examined the records of the estate of Arlie Fullerton, who died in October 1945, in the Probate Court of Scioto County, Ohio, carried as Case Number 29525 on Administration Docket 14, at Page 102; that Cora Fullerton Finney was executrix of said estate; and that he finds in the inventory and appraisement of said estate no asset in the nature of an obligation owing to the decedent from Myrt Fullerton and Mamie Fullerton. Affiant further states that he has examined the records of the Probate Court of Scioto County relative to the estate of Cora E. Finney, who died testate January 18, 1951; that these records are carried in Case Number 33221, Administration Docket 19, Page 19, and Case Number 33324, Administration Docket 19, Page 65; that Wayne Hibbitts was executor of said estate; and that an examination of the inventory and appraisement of said estate disclosed no debt from Myrt Fullerton and Mamie Fullerton to the decedent listed as an asset of said estate.

Further, affiant sayeth naught.

William L. Howland

Sworned to before me and subscribed in my presence, this 9th day of June, 1961.

Dorothy J. Manning, Notary Public, Scioto County, Ohio. Commission expires 4/7/63.

Pltffs'. Exhibit No. 2
No. 14437 Equity

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1961 JUN 14 PM 1:40

Exhibit 2

14

This mortgage, made this 6th day of April, in the year nineteen hundred and twenty-seven, by and between Myrt E. Fullerton and Mamie R. Fullerton, his wife, parties of the first part, of Anne Arundel County, Maryland, and Arlie Fullerton, party of the second part, of Wheelersburg, Ohio, Witnesseth.-

Whereas, the said parties of the first part have borrowed from the said party of the second part the sum of Thirty-Five Hundred and Fifty Dollars ($3550.00), and to secure the prompt payment thereof the said parties of the first part have given unto the said party of the second part their promissory note, of even date herewith for said amount, payable in ten years from the date hereof, to be reduced as hereinafter stated with interest thereon, at the rate of six per cent. per annum, payable every three months, and

Whereas, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note or any and all renewals thereof, or substitutes therefor at the time limited for the payment of the same.

And the said parties of the first part hereby agree to prepay said mortgage debt in installments of One Hundred Dollars ($100.00) at each interest due period, the interest to cease on said payments as and when the same are made; with the privilege to pay the whole

Ent. delivered to Winson & Scott 6/12/1927

Ech. 3.

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amount due at any time during the existence of this mortgage.

And the said party of the second part hereby agrees to extend this mortgage for the further period of five years for such amount as may be due at the expiration thereof.

And the said party of the second part further agrees not to assign or transfer said mortgage or any renewal thereof.

Now Therefore, This Mortgage Witnesseth:- That for and in consideration of the premises, and the sum of One Dollar ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part his heirs or assigns,

All that lot of ground situate at the West intersection of McKendree Avenue and a Street, 50 feet wide, near the village of Germantown, in the Second Election District of Anne Arundel County, Maryland, with a frontage on said avenue of 50 feet and a uniform depth on said Street of 150 feet designated as lot No. 93 on the plat of "Davis' Addition to Germantown," filed in Plat Book G. W. No. 1, Section 2, folio 100, of Anne Arundel County. Being the lot of ground which was conveyed to the said Myrt E. Fullerton and Mamie R. Fullerton his wife, by Addie C. Davis, widow, by deed dated July 18, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. W. No. 48 folio 227.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, his heir and assigns forever.

Provided, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty Five Hundred and Fifty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that, [illegible] the premises, the [illegible]

heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property which taxes assessments, public dues charges mortgag debt and interest the said parties of the first part for themselves, their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said party of the second part, his heirs, personal representatives or assigns, or either of [illegible] his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said mortgagee, his heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, heirs personal representatives and assigns under this mortgage, whether the same shall have been matured or not and the surplus (if any there be) shall be paid to the mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said mortgagors for themselves, their heirs, personal representatives and assigns [redacted] and agree that immediately [redacted]

advertisement or notice, of sale as aforesaid under the powers hereby granted there shall be and be [illegible] by the [illegible] under [illegible] said advertisement all expenses incident to said advertisement or notice, all Court costs and all expenses to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagee, his heirs, personal representatives or assigns, or Winson G. Gott, his 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 [illegible] be made of said principal costs expenses and commission.

And the said parties of the first part for themselves, their heirs, personal representatives and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured in some good company satisfactory to the said mortgagee, his heirs personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Five Hundred and Fifty Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee his heirs, personal representatives and assigns to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said mortgagee, his heirs, personal representatives and assigns.

Witness the hands and seals of the said mortgagors

Test: as to Myrt E. Fullerton and Mamie R. Fullerton
Ruby W. Chaney
Test as to Arlie Fullerton

Myrt E. Fullerton (seal)
Mamie R. Fullerton (seal)
Arlie Fullerton (seal
Witness John Davis (seal)

State of Maryland Anne Arundel County To Wit:

I hereby certify that on this 6th day of April in the year nineteen hundred and twenty-seven, before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid personally appeared Myrt E. Fullerton and Mamie R. Fullerton his wife the mortgagors named in the aforegoing mortgage and acknowledged the foregoing mortgage to be their act. At the

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same time also appeared Vernon G. Gott, the Attorney or Agent named in the aforegoing mortgage and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; who that he is the Attorney or Agent of the within named mortgagee and is duly authorized to make this affidavit

Witness my hand and Notarial Seal

(Notary seal)

Ruby W. Chaney
Notary Public

Recorded May 10 1927 3 P. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....MORTGAGE.....is truly taken ond copied from Liber..F..S..R... No...18..... folio..378..... one of the .....LAND..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand ond affix the Seal of the Circuit Court for Anne Arundel County this...15.....day of....JUNE..... A. D., 1961

George T. Crommell,
Clerk of the Circuit Court for Anne Arundel County

21

LIBER 130 PAGE 555

IN THE MATTER OF : No. 14,437 Equity

THE MORTGAGED REAL ESTATE

OF MYRT E. FULLERTON AND In The Circuit Court For

MAMIE R. FULLERTON. : Anne Arundel County.

DECREE

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

It is thereupon, this 15th day of June, 1961, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed, as follows:-

(1) That the debt and obligations secured by mortgage from Myrt E. Fullerton and Mamie R. Fullerton, his wife, to Arlie Fullerton, dated April 6, 1927, recorded among the land records of Anne Arundel County, Maryland, in liber F.S.R. 18 folio 378 et seq., of premises designated as Lot No. 93 on the plat of Davis' Addition To Germantown recorded among the plat records of said County, appears prima facie to have been paid, performed, satisfied, and discharged.

(2) That the said mortgage constitutes a cloud upon the present title of Mamie R. Fullerton and Katherine Grimes (nee' Fullerton) to said premises.

(3) That Emanuel Klawans is hereby appointed trustee to execute a release of said mortgage of record, and is hereby authorized and directed to execute such release.

(4) That the petitioner pay the costs of these proceedings.

Benjamin McLeod Judge

FILED

1961 JUN 15 PM 4:20

22

LIBER 130 PAGE 556

NO. 13774 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

RALPH L. LOWMAN, INC.,
a body corporate,
416 North Ritchie Highway
Glen Burnie, Anne Arundel County
Maryland

Plaintiff

vs.

ELWOOD (or ELLWOOD) S. CRIZER and
ELLA M. CRIZER, his wife
3801 Gwynn Oak Avenue
Baltimore, Maryland

And any and all persons having or claiming to have any interest in property in the Fourth Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 3 and 4, both in Block "O" as shown on the plat entitled "Gambrill Heights," dated October 30, 1925, and now recorded among the plat records of Anne Arundel County in Plat Book No. 1, folio 13.

- - - -

GEORGE W. MONTLEY and
ANNIE FRANCES MONTLEY, his wife
2014 Boyd Street
Baltimore, Maryland

And any and all persons having or claiming to have any interest in property in the Fourth Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 5 and 6, both in Block "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, and now recorded among the plat records of Anne Arundel County in Plat Book No. 1, folio 13.

- - - -

THE LINTHICUM REALTY COMPANY,
a body corporate
20 East Lexington Street
Baltimore, Maryland

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1960 MAY -2 PM 3:48

SETH H. LINTHICUM, individually and as surviving director, surviving officer, and Trustee of THE LINTHICUM REALTY COMPANY, a former body corporate of the State of Maryland
106 West Maple Road
Linthicum Heights, Anne Arundel County
Maryland

REALTY ESTATES, INC.,
a body corporate
20 East Lexington Street
Baltimore, Maryland

SETH H. LINTHICUM, individually and as surviving director, suviving officer, and Trustee of REALTY ESTATES, INC., a Former body corporate of the State of Maryland

GERTRUDE LITTLE TRIPLETT, individually and as surviving director, surviving officer, and trustee of REALTY ESTATES, INC., a former body corporate of the State of Maryland
Flag Marsh Road
Mt. Airy R.F.D., Carroll County
Maryland

And any and all persons having or claiming to have any interest in property in the Fourth Election District of Anne Arundel County, Maryland, known as Lots Nos. 21 and 22, both in Block "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, and now recorded among the plat records of Anne Arundel County in Plat Book No. 1, folio 13.

- - - -

AUGUST (or AUGUSTUS) W. REIS
Joppa Road, R.F.D. No. 6
Towson, Baltimore County, Maryland

And any and all persons having or claiming to have any interest in property in the Fourth Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 41, 42, 43, and 44, all in Block "N" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, and now recorded among the plat records of Anne Arundel County in Plat Book No. 1, folio 13.

Defendants

* * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

FIRST: That a search of the Land Records, the records of the Register of Wills, and the equity and the law records of Anne Arundel County discloses that the named defendants were the

owners of the properties hereinafter described at the time they were sold at tax sales by the Treasurer of Anne Arundel County, although your orator is advised, and therefore avers, that at the time of the purported tax sale of Lot No. 22 of Block "O" as shown on the plat of "Gambrill Heights" hereinafter referred to the owner of said lot was Grover C. Chance and Georgianna E. Chance, his wife, and that your orator is now the owner of said Lot No. 22 of Block "O" as shown on said plat by virtue of several successive deeds of record conveying said lot.

SECOND: That on or about the seventh day of April, 1960, the certificates of tax sale attached hereto and marked "Complainant's Exhibit No. 1" were issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, which certificates and the respective assignments thereon contained are prayed to be taken as a part hereof.

THIRD: That the property mentioned in said certificates is described as follows:

A. Certificate No. 3005-B: All those two lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered three (3) and four (4), both in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton-Britcher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being all of the same property which was conveyed from Suburban Realty Company, Inc., a body corporate, to Elwood S. Crizer and Ella M. Crizer, his wife, by deed dated May 6, 1927, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 12, folio 320, which said property was assessed on the date of the Collector's sale to Ellwood S. Crizer and Ella M. Crizer, whose last known address was 3801 Gwynn Oak Avenue, Baltimore, Maryland. The amount due on the date of sale on these and other lots described in said certificate of tax sale was $151.89.

B. Certificate No. 3001-B: All those two lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered five (5) and six (6), both in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton-Britcher & Co., surveyors, and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being all of the same property which was conveyed from Suburban Realty Company, Inc., a body corporate, to George W. Montley and Annie Frances Montley, his wife, by deed dated May 21, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 406, which said property was assessed on the date of the Collector's sale to George W. Montley and Annie Montley, whose last known address was 2014 Boyd Street, Baltimore, Maryland. The amount due on the date of sale was $20.88.

C. Certificate No. 3002-B: First: All that lot of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lot

numbered twenty-one (21) in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton-Britcher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being a part of the same property which was conveyed from the Linthicum Realty Company, a body corporate, to Realty Estates, Inc., a body corporate, by deed dated July 24, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 429. Second: All that lot of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lot numbered twenty-two (22) in Block lettered "O" as shown on the aforesaid plat of "Gambrill Heights". Being a part of the same property which was conveyed from Eugene P. Childs, Assignee, to Grover C. Chance and Georgianna E. Chance, his wife, by deed dated May 9, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. No. 111, folio 302.

Both of the above mentioned two lots were assessed on the date of the Collector's sale to The Linthicum Realty Company, a body corporate, whose last known address was 20 East Lexington Street, Baltimore, Maryland, The amount due on both of said lots on the date of sale was $16.76. Through mesne conveyances of record, all of the right, title, interest, and estate of Grover C. Chance and Georgianna E. Chance, his wife, in and to Lot numbered twenty-two in Block lettered "O" as shown on the aforesaid plat of "Gambrill Heights" is now vested in your orator.

D. Certificate No. 3004-B: All those four lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered forty-one (41), forty-two (42), forty-three (43), and forty-four (44), all in Block lettered "N" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton-Britcher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in plat book No. 1, folio 13. Being all of the same property which was conveyed from Surburban Realty Company, Inc., a body corporate, to August W. Reis by deed dated June 7, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 405, which said property was assessed on the date of the Collector's sale to Augustus W. Reis, whose last known address was Joppa Road, R.F.D. No. 6, Towson, Baltimore County, Maryland, The amount due on the date of sale was $26.74.

FOURTH: That none of the said properties have been redeemed by any party in interest, although, more than one year and one day from the dates of the sales has expired.

FIFTH: The complainant prays for process directed to the above named defendants, whose last known addresses are set out with their names after the description of the properties.

SIXTH: The complainant prays for an order of publication directed to all parties in interest in the said properties.

SEVENTH: To redeem the properties it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from the date of the respective

sales as shown on the certificates of tax sales, all taxes, interest, and penalties accruing subsequent to the date of the respective sales which have actually been paid by the complainant or by any prior holders, and the disbursements of the complainant made under the provisions of Sections 92 and 93 of Article 81 of the Annotated Code of Maryland (1957 edition).

EIGHTH: The complainant prays the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the properties hereinbefore described.

AND, AS IS DUTY BOUND, ETC.

RALPH L. LOWMAN, INC.

by Ralph L. Lowman
Ralph L. Lowman
President

ANDERSON & ANDERSON

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of April in the year nineteen hundred sixty, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared RALPH L. LOWMAN, and he made oath in due form of law that he is President of Ralph L. Lowman, Inc., a body corporate, and that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and seal Notarial.

Marie P. Lowman
5/1/61 Notary Public

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Duplicate Certificate - Case #3321

LIBER 130 PAGE 561

Nº 3004-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr. Successor to Joseph H. Pippen, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1936, I sold to A. A. Co. Comm. at public auction for the sum of 26.74 Dollars and ____ Cents, of which 26.74 Dollars has been paid as a deposit on the property in Dist. 4 described as Lots 41-44 Inc. Block G. as shown on plat of Glenhill Heights

and assessed to Augustus W. Reis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1936; a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 1, 1961

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1960 MAY -2 PM 3:48

FOR VALUE RECEIVED, the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, and the original purchaser of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, hereby assigns all of its right, title, and interest in and to said Certificate of Tax Sale and in and to all of the real estate described thereon to GEORGIANNA E. CHANCE, surviving tenant by the entireties in a deed conveying said property from said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY and others to Grover C. Chance and Georgianna E. Chance, his wife, as tenants by the entireties, in fee simple, dated May 2, 1938, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 177, folio ~~X~~ 475.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY by Frank W. Wilde, its president, and its seal hereto affixed and attested by Margaret T. Baker, its Ass't Clerk.

ATTEST:

Margaret T. Baker
Ass't Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to the within Certificate of Tax Sale and in and to all of the real estate described thereon to MARY SHAI, surviving tenant by the entireties in a deed conveying said property from myself and my deceased husband, Grover C. Chance, to Michael Shai and Mary Shai, his wife, as tenants by the entireties, in fee simple, dated November 25, 1946, and recorded among the land record of Anne Arundel County in Liber J. H. H. No. 390, folio 155, the said Grover C. Chance having departed this life on the 15th day of 28th April, 1959

WITNESS:

Ida M Salyers

Georgianna E Chance (SEAL)
Georgianna E. Chance, widow

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to the within Certificate of Tax Sale and in and to all of the real estate described thereon to RALPH L. LOWMAN, INC., a body corporate, the said Michael Shai, my husband, having departed this life on the twenty-ninth day of May, 1956. See deed dated April 4, 1960, from Mary Shai, widow, to said Ralph L. Lowman, Inc., left for recordation among the land records of Anne Arundel County on April 4, 1960.

WITNESS:

Mary Shai (SEAL)
Mary Shai, widow

Linda L. Salyers

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Duplicate Certificate in Case #3915

FOR THE RECORD

No 3005-B CERTIFICATE OF TAX SALE LIBER 130 PAGE 563

I, Edward M. Dunn Jr. Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A A Co Comm at public auction for the sum of 148.89 Dollars and ____ Cents, of which 148.89 Dollars has been paid as a deposit on the property in Dist 4 described as Lots 4-5-6-7-44-45-81-82-83-84-85-86-Block B and Lots 197-198-199 Block C as shown on the plat of Holladay Park and Lots 3-4-Block O as shown on the plat of Glenhills Hts.

and assessed to Ellwood L & Ella M. Crezer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 19 60

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lowman
Notary Public.

My Commission Expires May 6, 1961

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FOR VALUE RECEIVED, the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, and the original purchaser of the property described in the withib Certificate of Tax Sale at the tax sale therein mentioned, hereby assigns all of its right, title, and interest in and to so much of said Certificate of Tax Sale as pertains to Lots Nos. Three (3) and Four (4) of Block lettered "O" as shown on the plat of Gambrill Heights and in and to said Lots Nos. Three (3) and Four (4) of Block lettered "O" to GEORGIANNA E. CHANCE, surviving tenant by the entireties in a deed conveying said two lots from said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY and others to Grover C. Chance and Georgianna E. Chance, his wife, as tenants by the entireties, in fee simple, dated November 27, 1944, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 317, folio 353.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY by Frank W.Wilde, its president, and its seal hereto affixed and attested by Margaret T. Baker, its/Clerk.

Ass't

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

ATTEST:

Margaret T Baker
ass't Clerk

by Frank W. Wilde
Frank W. Wilde, President

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to so much of the within Certificate of Tax Sale as pertains to Lots Nos. Three (3) and Four (4) of Block lettered "O" as shown on the plat of Gambrill Heights and in and to said two lots to MARY SHAI, surviving tenant by the entireties in a deed conveying said property from myself and my deceased husband, Grover C. Chance, to Michael Shai and Mary Shai, his wife, as tenants by the entireties, in fee simple, dated November 25, 1946, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 390, folio 155, the said Grover C. Chance having departed this life on the 7th day of April, 1959.

WITNESS:

Ida M Salyers

Georgianna E Chance (SEAL)
Georgianna E. Chance, widow

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to so much of the within Certificate of Tax Sale as pertains to Lots Nos. Three (3) and Four (4) of Block lettered "O" as shown on the plat of Gambrill Heights and in and to said two lots to RALPH L. LOWMAN, INC., a body corporate, the said Michael Shai, my husband, having departed this life on May 29, 1956. See deed dated April 4, 1960, from Mary Shai, widow, to said Ralph L. Lowman, INC., left for recordation among the land records of Anne Arundel County on April 4, 1960.

WITNESS:

Linda L. Salyers

Mary Shai (SEAL)
Mary Shai, widow

Duplicate Certificate - Case #3309

LIBER 130 PAGE 565

Nº 3001-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1936, I sold to A A Co Conn at public auction for the sum of 20.88 Dollars and ____ Cents, of which 20.88 Dollars has been paid as a deposit on the property in Dist 4 described as Lots 5-6- Blk O. Ga Shores on the plat of Gambrills Hts.

and assessed to Geo W. & Annie Spontley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Dunn Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Deane
Notary Public.

My Commission Expires May 1, 1961

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April 7, 1960

FOR VALUE RECEIVED, the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, and the original purchaser of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, hereby assigns all of its right, title, and interest in and to said Certificate of Tax Sale and in and to all of the real estate described thereon to GEORGIANNA E. CHANCE, surviving tenant by the entireties in a deed conveying said property from said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY and others to Grover C. Chance and Georgianna E. Chance, his wife, as tenants by the entireties, in fee simple, dated May 2, 1938, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 177, folio 475.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY by Frank W. Wilde, its president, and its seal hereto affixed and attested by Margaret T. Baker, its/Clerk.

ATTEST: Margaret T. Baker Ass't Clerk

Ass't
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to the within Certificate of Tax Sale and in and to all of the real estate described thereon to MARY SHAI, surviving tenant by the entireties in a deed conveying said property from myself and my deceased husband, Grover C. Chance, to Michael Shai and Mary Shai, his wife, as tenants by the entireties, in fee simple, dated November 25, 1946, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 390, folio 155, the said Grover C. Chance having departed this life on the 26th day of April, 1959.

WITNESS:

Ida M Salyers

Georgianna E Chance (SEAL)
Georgianna E. Chance, widow

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to the within Certificate of Tax Sale and in and to all of the real estate described thereon to RALPH L. LOWMAN, INC., a body corporate, the said Michael Shai, my husband, having departed this life on the twenty-ninth day of May, 1956. See deed dated April 4, 1960, from Mary Shai, widow, to said Ralph L. Lowman, INC., left for recordation among the land records of Anne Arundel County on April 4, 1960.

WITNESS:

Linda L Salyers

Mary Shai (SEAL)
Mary Shai, widow

)11

Duplicate of Certific & - Case # 3306

Nº 3002-B CERTIFICATE OF TAX SALE LIBER 130 PAGE 567

I, Edward M. Dunn Jr. Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1936, I sold to A.A. Co. Comm. at public auction for the sum of 16.76 Dollars and ..... Cents, of which 16.76 Dollars has been paid as a deposit on the property in Dist 4 described as Lots 21-22 Blk O. As shown on the plat of Gambrills Hts.

and assessed to Linthicum Realty 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 14, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 7th day of April 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of ~~October~~ April, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lining
Notary Public.

My Commission Expires May 1, 1961

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FOR VALUE RECEIVED, the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, and the original purchaser of the property described in the within Certificate of Tax Sale atthe tax sale therein mentioned, hereby assigns all of its right, title, and interest in and to said Certificate of Tax Sale and in and to all of the real estate described thereon to GEORGIANNA E. CHANCE, surviving tenant by the entireties in a deed conveying said property from said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY and another to Grover C. Chance and Georgianna E. Chance, his wife, as tenants by the entireties, in fee simple, dated May 2, 1938, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 177, folio 475.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY by Frank W. Wilde, its president, and its seal hereto affixed and attested by Margaret T. Baker, its Ass't Clerk.

ATTEST:

Margaret T. Baker
Ass't Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to the within Certificate of Tax Sale and in and to all of the real estate described thereon to MARY SHAI, surviving tenant by the entireties in a deed conveying said property from myself and my deceased husband, Grover C. Chance, to Michael Shai and Mary Shai, his wife, as tenants by the entireties, in fee simple, dated November 25, 1946, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 390, folio 155, the said Grover C. Chance having departed this life on the 16th day of June, 1959

WITNESS:

Ida M Salyers

Georgianna E Chance (SEAL)
Georgianna E. Chance, widow

April 16, 1960

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to the within Certificate of Tax Sale and in and to all of the real estate described thereon to RALPH L. LOWMAN, INC., a body corporate, the said Michael Shai, my husband, having departed this life on the twenty-ninth day of May, 1956. See deed dated April 4, 1960, from Mary Shai, widow, to said Ralph L. Lowman, Inc., left for recordation among the land records of Anne Arundel County on April 4, 1960.

WITNESS:

Linda L Salyers

Mary Shai (SEAL)
Mary Shai, widow

13

ANDERSON & ANDERSON, SOLICITORS
92 Franklin Street
Annapolis, Maryland

NO. 13774 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, RALPH L. LOWMAN, INC., a body corporate, vs. ELWOOD (or ELLWOOD) S. CRIZER and ELLA M. CRIZER, his wife, GEORGE W. MONTLEY and ANNIE FRANCES MONTLEY, his wife, THE LINTHICUM REALTY COMPANY, a body corporate, SETH H. LINTHICUM, individually and as surviving director, surviving officer, and trustee of THE LINTHICUM REALTY COMPANY, a former body corporate, REALTY ESTATES, INC., a body corporate, SETH H. LINTHICUM, individually and as surviving director, surviving officer, and trustee of REALTY ESTATES, INC., a former body corporate, GERTRUDE LITTLE TRIPLETT, individually and as surviving director, surviving officer, and trustee of REALTY ESTATES, INC., a former body corporate, and AUGUST W. (or AUGUSTUS) REIS, and any and all persons having or claiming to have any interest in the property hereinafter described.

- - - - - - - - - - -

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County and State of Maryland and that the complainant in the proceeding has acquired all of the right title, interest, and estate of the original purchasers from the Collector of Taxes of the property hereinafter described:

A. All those two lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered three (3) and four (4), both in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton-Britcher & Co., surveyor and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being all of the same property which was conveyed from Suburban Realty Company, Inc., a body

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corporate, to Elwood S. Crizer and Ella M. Crizer, his wife, by deed dated May 6, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 12, folio 320, which said property was assessed on the date of the Collector's sale to Ellwood S. Crizer and Ella M Crizer.

B. All those two lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered five (5) and six (6), both in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton - Britcher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being all of the same property which was conveyed from Suburban Realty Company, Inc., a body corporate, to George W. Montley and Annie Frances Montley, his wife, by deed dated May 21, 1927, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 13, folio 406, which said property was assessed on the date of the Collector's sale to George W Montley and Annie Montley.

C. 1. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lot numbered twenty-one (21) in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton - Britcher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being a part of the same property which was conveyed from The Linthicum Realty Company, a body corporate, to Realty Estates, Inc., a body corporate, by deed dated July 24, 1933,

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and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 429.

2. All that lot of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lot numbered twenty-two (22) in Block lettered "O" as shown on the aforesaid plat of "Gambrill Heights". Being a part of the same property which was conveyed from Eugene P. Childs, Assignee, to Grover C. Chance and Georgianna E. Chance, his wife, by deed dated May 9, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. No. 111, folio 302.

Both of the above mentioned two lots were assessed on the date of the Collector's sale to The Linthicum Realty Company, a body corporate.

D. All those four lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered forty-one (41), forty-two (42), forty-three (43), and forty-four (44), all in Block lettered "N" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton - Britcher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being all of the same property which was conveyed from Suburban Realty Company, Inc., a body corporate, to August W. Reis by deed dated June 7, 1927, and recorded among the Land Reocrds of Anne Arundel County in Liber F.S.R. No. 13, folio 405, which said property was assessed on the date of the Collector's sale to Augustus W. Reis.

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

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It is thereupon this 2nd day of ~~April~~ MAY, 1960, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 7th day of July, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the complainant a title free and clear of encumbrances.

TRUE COPY TEST:

_____
Clerk

George T. Cromwell
Clerk

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LIBER 130 PAGE 573

OFFICE OF

THE STAR

GLEN BURNIE, MD., May 27, 19 60

THIS IS TO CERTIFY, that the annexed advertisement of
Order of Publication

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 27th day of May 19 60 , that is to say the same was inserted in the issues of May 5,12,19,26, 1960

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED Edith Greenwood
1960 MAY 27 AM 10:38

LIBER 130 PAGE 573 4

ANDERSON & ANDERSON,
SOLICITORS
92 Franklin Street
Annapolis, Maryland

NO. 13,774 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, RALPH L. LOWMAN, INC., a body corporate, vs. ELWOOD (or ELLWOOD) S. CRIZER and ELLA M. CRIZER his wife, GEORGE W. MONTLEY and ANNIE FRANCES MONTLEY, his wife, THE LINTHICUM REALTY COMPANY, a body corporate, SETH H. LINTHICUM, individually and as surviving officer, and trustee of THE LINTHICUM REALTY COMPANY, a former body corporate, REALTY ESTATES INC., a body corporate, SETH H. LINTHICUM, individually, and as a surviving director, surviving officer, and trustee of REALTY ESTATES, INC., a former body corporate, GERTRUDE LITTLE TRIPLETT, individually and as surviving director surviving officer, and trustee of REALTY ESTATES, INC., a former body corporate, and AUGUST (or AUGUSTUS) W. REIS, and any and all persons having or claiming to have any interest in the property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County, and State of Maryland and that the complainant in the proceeding has acquired all of the right title, interest, and estate of the original purchasers from the Collector of Taxes of the property hereinafter described:

A. All those two lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown, and designated as Lots numbered (3) and four (4), both in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton-Britcher & Co, surveyor and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 18. Being all of the same property which was conveyed from Surburban Realty Company, Inc., a body corporate, to Elwood S. Crizer and Ella M. Crizer, his wife, by deed dated May 6, 1927, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 12, folio 320, which said property was assessed on the date of the Collector's sale to Ellwood S Crizer and Ella M. Crizer.

B. All those two lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered five (5) and six (6), both in Block lettered "O" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton-Britcher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded

LIBER 130 PAGE 573 B

in Plat Book No. 1 folio 13. Being all of the same property which was conveyed from Suburban Realty Company, Inc., a body corporate, to George W. Montley and Annie Frances Montley, his wife, by deed dated May 21, 1927, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 13, folio 406, which said property was assessed on the date of the Collector's sale to George W. Montley and Annie Montley.

C. 1. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lot numbered twenty-one (21) in Block lettered "O" as shown an the plat entitled "Gambrill Heights", dated October 30, 1925, made Sutton - Britsher & Co., surveyors and civil engineers, and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being a part of the same property which was conveyed from The Linthicum Realty Company, a body corporate, to Realty Estates, Inc., a body corporate, by deed dated July 24, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R No. 111, folio 429.

2. All that lot of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lot numbered twenty-two (22) in Block lettered "O" as shown on the aforesaid plat of "Gambrill Heights". Being a part of the same property which was conveyed from Eugene P Childs, Assignee, to Grover C Chance and Georgianna E. Chance his wife by deed dated May 9 1933, and recorded among the aforesaid Land Records in Liber F.S.R. No. 111, folio 302.

Both of the above mentioned two lots were assessed on the date of the Collector's Sale to The Linthi-

cum Realty Company, a body corporate.

D. All those four lots of ground situate, lying, and being in the Fourth Election District of Anne Arundel County, Maryland, and shown and designated as Lots numbered, forty-one (41), forty-two (42), forty-three (43), and forty-four (44), all in Block lettered "N" as shown on the plat entitled "Gambrill Heights", dated October 30, 1925, made by Sutton - Britcher & Co., surveyors and civil engineers and recorded among the plat records of Anne Arundel County in Plat Book W.M.B. No. 1, plat 14, later filed in Plat Cabinet No. 1, Rod A, plat 14, and now recorded in Plat Book No. 1, folio 13. Being all of the same property which was conveyed from Surburban Realty Company, Inc., a body corporate, to August W. Reis by deed dated June 7, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 405, which said property was assessed on the date of the Collector's sale to Augustus W. Reis.

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

It is thereupon this 2nd day of May, 1960, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 7th day of July, 1960, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the complainant a title free and clear of encumbrances.

TRUE COPY TEST:
GEORGE T. CROMWELL, Clerk

GEORGE T. CROMWELL, Clerk
To May 26

LIBER 130 PAGE 575

RALPH L. LOWMAN, INC.	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
ELLWOOD S. CRIZER and ELLA CRIZER, his wife, etal	*	ANNE ARUNDEL COUNTY
	*	EQUITY # 13,774

* *

PETITION TO SET AMOUNT NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ellwood S. Crizer and Ella Crizer, his wife, by Arthur A. Anderson, Jr. and Albert R. Bowen, Jr., their Solicitors, respectfully show:

1. That they are the owners of the property known as Lots 3 and 4 Block O as shown on Plat of Gambrill Heights which Plat is recorded among the Land Records of Anne Arundel County in Plat Book #1 folio 13, as disclosed by a search of the Land, Equity, Law and Register of Wills records of said County.

2. That in the accordance with the provisions of Section 92 - 94 inclusive of Article 81 of the Annotated Code of Maryland your Petitioners desire to redeem said property.

3. That your Petitioners are advised that the amount necessary for redemption is the entire amount paid by the County Commissioners of Anne Arundel County in the tax sale together with interest thereon at the rate of 6% per annum from the date of sale to the date of purchase of said lots from the County Commissioners by the predecessors in title of the Complainant in this case, together with the taxes paid thereon by the Complainant herein, its predecessors in title, together with a proportionate share of the costs and expenses specified in Sections 110 and 11 of Article 81 aforesaid.

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WHEREFORE your Petitioners pray:

1. That the Court fix the amount necessary to be paid for the redemption of the hereinbefore described property.
2. For such other and further relief as the nature of the case may require.

Arthur A. Anderson, Jr.
Solicitor for Petitioners
200 Duke of Gloucester Street
Annapolis, Maryland
Colonial 8-1729

I hereby certify that a copy of the aforegoing Petition was mailed this ~~1st~~ 5th day of July, 1960 to Marvin H. Anderson, Esq., 97 Franklin Street, Annapolis, Maryland, Solicitor for Complainant.

Arthur A. Anderson, Jr.

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Ralph L. Low[illegible]an, Inc. v. Elwood (or [illegible]llwood) S. Crizer and Ella M. Criz[illegible], his wife, and others, No. 13,774 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 130 PAGE 577

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

I hereby certify that, on this 8th day of July,

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

~~plaintiff, or one of the plaintiffs~~ and made oath, in due form of law, that ~~defendant~~ he is

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

President of Ralph L. Lowman, Inc., a body corporate of the State of Maryland, the plaintiff in the above entitled cause and further that he is duly authorized to make this affidavit and further that he is not able to determine whether or not the respondents, George W. Montley and Annie Frances Montley, his wife, Gertrude Little Triplett, and August (or Augustus) W. Reis, or any of them, are now in the military service of the United States of America, but to the best of his knowledge and belief none of the said respondents are in such service, and further that he has personal knowledge that Seth H. Linthicum is ----------

~~xxx~~-------not in the military service of the United States of America, and is a retired resident of Linthicum Heights, Anne Arundel County, Maryland.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 8th day of July, 1960.

Notarial Seal

Marie P. Lowman
Notary Public.

My Commission will expire on: 5-1-61

Filed,

FILED

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RALPH L. LOWMAN, INC. a body corporate, Plaintiff	*	NO. 13,774 EQUITY
v.	*	IN THE CIRCUIT COURT
ELWOOD (or ELLWOOD) S. CRIZER ELLA M. CRIZER, his wife, and others Defendants	*	FOR ANNE ARUNDEL COUNTY

* * * * * * * * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ralph L. Lowman, Inc., by Anderson & Anderson, its Attorneys respectfully show:

1. That two returns of "Non Est" have been made against the following defendants in the above entitled case:

George W. Montley and
Annie Frances Montley, his wife

The Linthicum Realty Company,
a former body corporate of the
State of Maryland

Realty Estates, Inc.
a former body corporate of the
State of Maryland

August (or Augustus) W. Reis

2. That the following resident defendants have neither appeared nor answered as required by the Order of Publication and as required by the summonses which were duly served on each of them, although the time for so doing has expired as will be seen by reference to the returns of the Sheriffs of Anne Arundel County and Carroll County and by reference to the Certificate of Publication hereto attached:

Seth H. Linthicum, individually and as surviving director, surviving officer, and Trustee of the Linthicum Realty Company, a former body corporate of the State of Maryland, and of Realty Estates, Inc., a former body corporate of the State of Maryland

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Gertrude Little Triplett, individually and as surviving director, surviving officer, and Trustee of Realty Estates,

Inc., a former body corporate of the State of Maryland, and of The Linthicum Realty Company, a former body corporate of the State of Maryland

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Pro Confesso against said Defendants.

ANDERSON & ANDERSON

by Marvin H. Anderson
Marvin H. Anderson
Attorney for Plaintiff

RALPH L. LOWMAN, INC. a body corporate, Plaintiff	*	NO. 13,774 EQUITY
v.	*	IN THE
ELWOOD (or ELLWOOD) S. CRIZER ELLA M. CRIZER, his wife and others Defendants	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * * *

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 Star, 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.

And it further appearing that subpoenas issued out of this court directed to the defendants, Seth H. Linthicum, individually and as surviving director, surviving officer, and Trustee, of the Linthicum Realty Company, a former body corporate of the State of Maryland, and of Realty Estates Inc., a former body corporate of the State of Maryland, and Gertrude Little Triplett, individually and as surviving director, surviving officer, and Trustee, of The Linthicum Realty Company, a former body corporate of the State of Maryland, and of Realty Estates, Inc., a former body corporate of the State of Maryland, 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 said defendants, George W. Montley and Annie Frances Montley, his wife, The Linthicum Realty Company, a former body corporate of the State of Maryland, Realty Estates, Inc., a former body corporate of the State of Maryland, and August (or Augustus) W. Reis have been returned twice "non est", as will

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more fully appear from the Sheriff's returns filed herein.

And it further appearing that all of the aforesaid defendants have failed to enter their appearance herein in person or by solicitor and have failed to file an answer to the Bill of Complaint, and the time within which said defendants could so appear and file and answer having now expired, it is, thereupon, this 9th day of July, 1960, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED, and DECREED that the Bill of Complaint be and the same is hereby taken pro confesso as against each of the defendants named in this decree and all persons having or claiming to have any interest in the real estate described in these proceedings.

Judge

RALPH L. LOWMAN, INC. a body corporate,	*	NO. 13,774 EQUITY
Plaintiff	*	IN THE
v.	*	CIRCUIT COURT
ELWOOD (or ELLWOOD) S. CRIZER ELLA M. CRIZER, his wife and others	*	FOR ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * * * * * *

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 compliance with the provisions of Article 81, Sections 70 to 123, of the Annotated Code of Maryland, 1957 Edition.

It is, thereupon, this 15th day of September, 1960, by the Circuit Court for Anne Arundel County, in Equity, adjudged, Ordered and Decreed:

1. That the rights of redemption of the respondents, George W. Montley and Annie Frances Montley, his wife, the Linthicum Realty Company, a former body corporate of the State of Maryland, and its directors, officers, and stock holders, Realty Estates, Inc., a former body corporate of the State of Maryland and its directors, officers, and stock holders, Seth H. Linthicum, individually and as surviving director, surviving officer, and trustee of the Linthicum Realty Company and of Realty Estates, Inc., Gertrude Little Triplett, individually and as surviving director, surviving officer, and trustee of the Linthicum Realty Company and of Realty Estates Inc., and August (or Augustus) W. Reis, or anyone claiming by, from, or under them or any of them in and to Lots numbered five (5), six (6), twenty-one (21), and twenty-two (22) all in Block lettered "O", and Lots numbered forty-one (41), forty-two (42), forty-three (43) and

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forty-four, all in Block lettered "N", all as shown on the plat of "Gambrill Heights" described and referred to in the Bill of Complaint and Certificate 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 encumbrances 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 Complainant.

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 Ralph L. Lowman, Inc.

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

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

Matthew S. Evans
JUDGE

RALPH L. LOWMAN, INC. a body corporate, Plaintiff	:	NO. 13,774 EQUITY IN
vs.	:	THE CIRCUIT COURT
ELWOOD (or ELLWOOD) S. CRIZER ELLA M. CRIZER, his wife, and others, Defendants	:	FOR ANNE ARUNDEL COUNTY

: :

PETITION TO FIX AMOUNT NECESSARY FOR REDEMPTION AND FOR SHOW CAUSE ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the complainant Ralph L. Lowman, Inc., by Anderson & Anderson, its solicitors, respectfully represents unto Your Honors:

1. That heretofore, to wit, on July 5, 1960, the respondents, Ellwood S. Crizer and Ella Crizer, his wife, filed their petition in this cause requesting this Honorable Court to fix the amount of money necessary for them to pay in order to redeem lots numbered three (3) and four (4) both of block lettered "O" as shown on the plat of Gambrill Heights which is now recorded among the plat records of Anne Arundel County in Plat Book No. 1, folio 13.

2. That thereafter the attorney representing the said respondents requested the complainant's solicitors to work up the figures and amounts of money which are necessary for said respondents to pay in order to redeem said lots following which the complainant's solicitors worked up said figures and amounts and mailed them in a letter addressed to the attorney for said respondents on October 27, 1960, a copy of which said letter is filed herewith, marked "Complainant's Exhibit No. 1" and is prayed to be taken as a part hereof.

3. That thereafter the complainant's solicitors heard nothing further from the said respondents or their attorney, and on December 1, 1960, mailed a second letter to the said attorney

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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representing said respondents, a copy of which said second letter is filed herewith, marked "Complainant's Exhibit No. 2" and is prayed to be taken as a part hereof.

4. That considerable work and effort was expended by the complainant's solicitors in working up the said figures since the original tax sale pursuant to which the said respondents' lots were sold occurred on October 15, 1935, and that although the said respondents and their said attorney have never disputed the said figures which were given to them in the said letters, the complainant and its solicitors have never received the said amounts of money listed in the said letters or any indication as to when said respondents intended to pay the same.

5. That the said respondents have had more than an adequate period of time in which to raise the amount of money required to redeem the two said lots.

WHEREFORE, the complainant prays this Honorable Court to pass an Order fixing the amounts of money necessary for the said respondents to pay in order to redeem the said two lots of ground in accordance with the figures listed in said letter by not later than a certain day therein named, and upon the failure of the said respondent to pay the said amount of money in full by the said date, the complainant shall be entitled to obtain a final decree of foreclosure against said respondents vesting absolute and indefeasible title thereto in fee simple in the complainant free and clear of all of the right, title, interest, and estate of the said respondents.

And, as in duty bound, etc.

ANDERSON & ANDERSON

BY: Marvin H. Anderson

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

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

ORDER OF COURT

Upon the foregoing Petition and exhibits it is this 4th day of January in the year nineteen hundred sixty-one by the Circuit Court for Anne Arundel County, in equity, ORDERED that the respondents, Ellwood S. Crizer and Ella Crizer, his wife, shall pay the following amounts of money unto the Complainant, Ralph L. Lowman, Inc., by not later than the 15th day of February, in the year nineteen hundred sixty-one, as the amounts of money necessary for the said respondents to redeem the two lots described in the foregoing petition in accordance with the provisions of Sections 93,110, and 111 of Article 81 of the Code of Public General Laws of Maryland (1957 Annotated Code):

Sale price of lots on October 15, 1935	$29.77
Interest at 6% per annum from October 15, 1935, to December 31, 1960 on sale price	44.89
Taxes actually paid after October 15, 1935 by complainant and prior holders for two lots	115.03
Title Search	15.00
Attorney's fee	75.00
Proportionate amount of court costs as estimated by Clerk and proportionate amount of newspaper advertising	60.00
Additional interest at $.005 per day commencing January 1, 1961 on sale price	

And upon payment of the foregoing sums of money by not later than the 15th day of February in the year nineteen hundred sixty-one, as aforesaid, the said two lots of ground shall be discharged from the effect of these proceedings, otherwise the complainant shall be entitled to obtain a final decree of foreclosure against said respondents vesting absolute and indefeasible title thereto in fee-simple in the complainant

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

free and clear of all of the right, title, interest and estate of the said respondents; unless cause to the contrary be shown by said respondents on or before ten days after service of a copy of this Order and the foregoing Petition on the said respondents or upon Arthur A. Anderson, Jr., Esquire, Attorney at Law, 200 Duke of Gloucester Street, Annapolis, Maryland, attorney for said respondents.

Matthew S. Grason
JUDGE

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1961 JAN -5 AM 9:57

31

October 27, 1960

Arthur A. Anderson, Jr., Esquire
200 Duke of Gloucester Street
Annapolis, Maryland

Re: Petition for redemption of lots No. 3 and 4, Block "O", Gambrill Heights by Ellwood S. and Ella M. Criner

Dear Arthur:

We have finally had the Treasurer's office get together as much information as they could concerning the above lots, which were sold for nonpayment of taxes along with other lots in Holiday Park to the County Commissioners of Anne Arundel County on October 15, 1935, for the total sum of $148.89, being the back taxes and cost of the sale. At that time the two lots at Gambrill Heights were [illegible] for $250.00 while the lots at Holiday Park were assessed for $1,000.00. If we take the total assessment of $1,250.00, it can be fairly said that one-fifth of the total sale price of $148.89 or $29.77 would represent the tax sale price of the two lots at Gambrill Heights.

These two lots were not placed back on the tax rolls until the year of 1944 when they were deeded by the Treasurer and County to Grover C. Chance and wife.

I list below the total assessments and rate of tax on these two lots since 1944, as furnished by the County Treasurer:

"COMPLAINANT'S EXHIBIT XXX NO. 1"

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1961 JAN -4 AM 9:59

32

RATES	YEAR	TOTAL ASSESSMENT	TAX
$2.34	1944	$ 3.00	$ .07
2.21	1945	3.00	.07
2.35	1946	3.00	.07
2.35	1947	12.00	.28
1.89	1948	12.00	.23
2.05	1949	12.00	.25
1.76	1950	12.00	.21
1.73	1951	607.00	10.50
1.72	1952	607.00	10.69
1.90	1953	607.00	11.53
1.84	1954	607.00	11.17
1.84	1955	607.00	11.17
1.88	1956	607.00	11.41
1.88	1957	607.00	11.41
1.90	1958	610.00	11.59
1.93	1959	610.00	11.77
2.10	1960	610.00	12.81
			$115.03

total estimated taxes paid by holder of certificate of sale and prior holders.

We have checked these figures carefully and believe them to be correct. As you can see, the assessments were extremely low until 1951 at which time a tobacco barn was constructed on these two lots and assessed at $600.00. We find that the tobacco barn is still assessed to these two lots, although Mrs. Shai, the previous owner, informs us that the tobacco barn was torn down some time before this property was deeded to Ralph L. Lowman, Inc. and is no longer on the property, save for some foundation.

I believe that the applicable sections of Article 81 are Sections 93, 110, and 111; therefore, I conclude that Ralph L. Lowman, Inc. is entitled to receive the following amounts from your clients:

Amount of money received by County Treasurer from sale of property in 1935	$ 29.77
Interest at 6% per annum from Oct. 15, 1935 to Oct. 15, 1960	44.66
Taxes actually paid by holder and prior holders	115.03
Title search	15.00
Attorneys fee	75.00
Proportionate amount of court costs as estimated by clerk	38.60
Total amount due to date	$318.06

33

LIBER 130 PAGE 590

Please allow interest on the first item above listed at the additional daily rate of $.005, after October 15, 1960, when remitting. After you have received the money, may I suggest that you prepare a stipulation reflecting the above amounts which I will sign, if agreeable with Mr. Lowman to whom I am sending a copy of this letter.

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson

MHA:bs
CC: [redacted]
Ralph L. Lowman, Inc.

OCT

34

LIBER 130 PAGE 591

December 1, 1960

Arthur A. Anderson, Jr., Esquire
Attorney at Law
200 Duke of Gloucester Street
Annapolis, Maryland

RE: Petition for redemption of Lots No. 3 and 4, Block "O", Cambrill Heights by Ellwood S. and Ella M. Criser

Dear Arthur:

On October 27, 1960, we forwarded to you the original and one copy of a letter in which we set forth the amount of money needed by your clients, Ellwood S. and Ella M. Criser, to redeem the above mentioned two lots from the tax sale foreclosure case which was instituted by Ralph L. Lowman, Inc. A considerable amount of work went into the computations and in determining these figures, and I am somewhat surprised that we have not heard anything further from you after all of the persistent efforts on your part to have us work these figures out.

Therefore, I am constrained to advise you unless we receive within ten days your check payable to our order in the amount of $339.06 plus interest at the rate of $.005 for each day after October 15, 1960, I shall petition the Court to set the above amount as the amount necessary for redemption by way of a show cause order, and I will also ask that the said order provide that unless your clients pay the said amount within a certain specified time thereafter their right, title, interest and equity of redemption will be forever foreclosed and barred.

Yours very truly,

Marvin M. Anderson

MMA:dcn

"COMPLAINANT'S EXHIBIT NO. 2"

1961 JAN -4 AM 9:59

35

RALPH L. LOWMAN, INC. a body corporate Plaintiff	*	NO. 13,774 EQUITY
vs.	*	IN
ELWOOD (or ELLWOOD) S. CRIZER	*	THE CIRCUIT COURT
ELLA M. CRIZER, his wife, and others Defendants	*	FOR ANNE ARUNDEL COUNTY

* *

ORDER OF SATISFACTION

Mr. Clerk:

You will please enter in the above entitled case, "Settled and Satisfied" as to Lots Nos. Three and Four both of Block lettered "O" as shown on the plat of Gambrill Heights referred to in this case, only, and as to the defendants, Elwood (or Ellwood) S. Crizer and Ella M. Crizer, only, the said defendants, Elwood S. and Ella M. Crizer, having redeemed the said two lots from these proceedings by paying unto the plaintiff all amounts of money required for said redemption.

Marvin H. Anderson

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

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED

1960 JUN 16 PM 4:09

36

LIBER 130 PAGE 593

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
William Barbour and	*	ANNE ARUNDEL COUNTY
Mary A. Barbour, his wife	*	Equity No. 13,548

* * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED

1960 FEB 11 AM 9:55

JB

LIBER 1040 PAGE 383 LIBER 130 PAGE 594

13,648 Equity

No Stamps Required

THIS MORTGAGE, Made this 27th day of June - - - - , in the year one thousand nine hundred and fifty-six -, between WILLIAM BARBOUR and MARY A. BARBOUR, his wife - - - - - - - - , of the County of Anne Arundel -, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Nine Thousand Seven Hundred ($9700.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Ninety-Five ($95.00) Dollars - - - - - - - - - - - - - - - commencing on the tenth - - - - day of July - - , 1956, and on the tenth - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - , and described as follows:

BEGINNING BEING known and designated as Lot No. Thirteen (13), as shown on a Plat entitled "Subdivision of Property Belonging to Estelle Mataosky near Solley", which plat is recorded among thePlat Records of Anne Arundel County in Plat Book 17, folio 26.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Estelle Mataosky and Thomas Mataosky, her husband, to the said mortgagors.

FILED
1957 MAY 18 AM 9:55

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1960 FEB 11 AM 9:55

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

3

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the tenth - - - - - - - - - - - - - - - - day of eaoh and every month the sum of Ten ($10.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of seourity, 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 notioe, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequaoy of any security for the debt) to the appointment of a Receiver to oollect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written oonsent, or should the same be enoumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptoy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to aooept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all oosts, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have reoeived had the sale been made at a price equal to the balanoe of the mortgage indebtedness at the time of default; (9) That in any prooeedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a deoree for the sale of said property (the sale to take plaoe after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its suocessors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a deoree or under the above power of

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

William Barbour (SEAL)
William Barbour

Mary A. Barbour (SEAL)
Mary A. Barbour

(SEAL)

(SEAL)

LIBER 130 PAGE 597A

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of June - - - 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Barbour and Mary A. Barbour, his wife

known to me (or satisfactorily proved) to be the persons whose name s are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger

H. Allen Mezger Notary Public

My Commission Expires May 6th, 1957.

Rec'd for record June 28 1956, at 12 o'clock P.M.

Mailed to Mezger & Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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5M—2-51.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan

TO

Association of Baltimore City

H. Allen Mezger, Assignee

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record ---- 19--- o'clock ---M. Same day at ---- recorded in Liber ---- Folio ---- etc. One of the Records of Baltimore County, and examined.

Per

Clerk.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 FEB 13 AM 10 47
& RECORDED IN LIBER GSC
NO 1074 FOLIO 387
GEO. T. CROMWELL, CLERK

FILED

4

Release

LIBER 130 PAGE 597 B

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed this 12th day of February, 1957.

ATTEST:

E. Jane Rusinek

E. Jane Rusinek

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, President

LIBER 130 PAGE 598

H. Allen Mezger, Assignee

VS

William Barbour and Mary A. Barbour, his wife

IN THE

CIRCUIT COURT

-OF-

Anne Arundel County

Equity No. 13,648-Equity

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 9700.00
Less - Total amount paid on account of Principal	$ 1758.29	
Less - Credit Expense Account	30.66	1788.95
Net Balance	$ 1788.95	$ 7911.05
Plus accumulated interest to March 31, 1960 (with interest thereafter at rate of 6% per annum)		79.62
Total Amount of Mortgage Indebtedness		$ 7990.67

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

By Henry C. Bourke, Jr.
Henry C. Bourke, Jr. Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 10th day of February in the year nineteen hundred and Sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

My Commission Expires May 1, 1961.

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE, MD.

FILED

1960 FEB 11 AM 9:55

7

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

H. Allen Mezger, Assignee

vs.

William Barbour and

Mary A. Barbour, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

EQUITY No. 13648

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

LIBER 130 PAGE 599

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City

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

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

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

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

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

Arundel Federal Savings and Loan Association of Baltimore City

By: John P. Helmer

John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 13th day of Feb 1961

E. Jane Rusinek

Notary Public E. Jane Rusinek

FILED

1961 FEB 16 AM 10:03

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LIBER 130 PAGE 600

H. Allen Mezger, Assignee

VS

William Barbour and Mary A. Barbour, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 13648

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$9700.00
Less - Total amount paid on account of Principal	$2171.40	
Less - Credit Expense Account	2.70	2174.10
Net Balance	$2174.10	$7525.90
Plus accumulated interest to January 31st, 1961 (with interest thereafter at rate of 6% per annum)		37.64
Total Amount of Mortgage Indebtedness		$7563.54

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

By: _____ Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 13th day of February 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 Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City the Plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Gary S. Wase Notary Public

My Commission Expires May 1st, 1961.

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 FEB 16 AM 10:03

9

Jud. 1404.

Assignee

~~MORTGAGEE OR ATTORNEY'S~~ BOND

LIBER 10 PAGE 504

LIBER 130 PAGE 601

No. 13,648 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand Six Hundred and No/100 - - - - - - - ($7,600.00) - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 15th *day of* February *in the year of our Lord nineteen hundred and* sixty-one

WHEREAS, the above bounden H. Allen Mezger an assignment of *by virtue of/a power contained in mortgage from* William Barbour and Mary A. Barbour

to Arundel Federal Savings and Loan Association of Baltimore City

dated June 27, 1956 *and recorded in Liber* GTC *No.* 1040 *folio* 383 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him/in said mortgage;* by assignment of power

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Janet B Segel
Janet B. Segel

H. Allen Mezger [SEAL.]

H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney-in-Fact.

ATTEST:

Carol Armstrong
Carol Armstrong

FILED

1961 FEB 16 AM 10:08

Bond approved this 16th day of February, 1961

George T. Cromwell, Clerk

10

13,648

MEZGER & MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A two story frame dwelling situate at Meadale, East side of Prospect Road, near Solley, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated June 27th, 1956, from William Barbour and Mary A. Barbour, his wife said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1040 folio 383, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on:

Friday, March 10, 1961
at 1:00 o'clock P. M.

the following described property:

BEING known and designated as Lot No. Thirteen (13), as shown on a Plat entitled "Subdivision of Property Belonging to Estelle Metaosky near Solley", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 26.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. Allen Mezger, Assignee
E. T. Newell & Co., Inc.
Auctioneers M-9

No. M. G. [illegible]

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 602

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed

Assignee's Mortgage Sale

William Barbour

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of March, 1961. The first insertion being made the 16th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

1961 MAR 14 By [illegible]

11

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
William Barbour and	*	ANNE ARUNDEL COUNTY
Mary A. Barbour, his wife	*	Equity No. 13648

* * * * * * *

CERTIFICATION

We hereby certify, that on the 10th day of March, 1961, we sold at public auction for the highest price obtainable to Thomas Mataosky and Estelle V. Mataosky, his wife - - - - - - - - - - - the fee simple property described as follows:

BEING known and designated as Lot No. Thirteen (13), as shown on a Plat entitled "Subdivision of Property Belonging to Estelle Mataosky near Solley", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 26.

at and for the price of Sixty-one Hundred Fifty ($6,150.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its President.

E.T. NEWELL & CO., INC., AUCTIONEERS

By: _____
John M. Miller, Jr. President

I/We hereby certify that I/We purchased the above described property at and for the price of Sixty-one Hundred Fifty ($6,150.00) Dollars.

_____
Thomas Mataosky

_____
Estelle V. Mataosky

FILED

1961 MAR 16 AM 11:57

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

LIBER 130 PAGE 604

H. ALLEN MEZGER, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
WILLIAM BARBOUR and MARY A. BARBOUR, his wife	*	Equity No. 13648

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from William Barbour and Mary A. Barbour, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in said mortgage dated June 27th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1040, folio 383, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, March 10th, 1961, at 1:00 p.m., attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Thomas Mataosky and Estelle V. Mataosky, his wife, at and for the sum of Six Thousand One Hundred and Fifty ($6,150.00) Dollars, of which a deposit of Six Hundred Fifty ($650.00) Dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale.

H. Allen Mezger, Attorney Named In Mortgage.

FILED

1961 MAR 16 AM 11:57

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. ALLEN MEZGER, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase

Gary S. Wase - - -Notary Public

My Commission Expires May 1st, 1961.

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

ORDER NISI

LIBER 130 PAGE 606

H.ALLEN MEZGER, Attorney named in Mortgage

versus

WILLIAM BARBOUR and MARY A. BARBOUR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,648 Equity

Ordered, this 16th day of March, 19 61, That the sale of the property in these proceedings mentioned made and reported by H.Allen Mezger, Attorney named in Mortgage

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

The report states that the amount of sale was $ 6,150.00

Filed Mar.16,1961
True Copy,

George F. Cromwell Clerk.

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

WILLIAM BARBOUR and MARY A. BARBOUR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of April, 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 APR 25 PM 1:51

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 607

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,648 Equity
H. ALLEN MEZGER, Attorney named in Mortgage
versus
WILLIAM BARBOUR and MARY A. BARBOUR, his wife

Ordered, this 16th day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $6,150.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,648

William Barbour

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 12983 1961 APR 17 AM 11:58 By H. Tilghman

16

In the Case of

H. Allen Mezger,
Assignee
vs.
William Barbour
and
Mary A. Barbour, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,648 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jickling
Auditor

May 10, 1961

FILED
1961 MAY 15 PM 12:51

Dr. H. Allen Mezger, Assignee vs. William Barbour and Mary A. Barbour, his wife

in ac.

To Assignee for Fee, viz:	50 00		
To Assignee for Commissions, viz:	216 01	266	01
To Assignee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	28 00		
Auditor - stating this account	13 50	51	50
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	52 52		
Capital-Gazette Press - order nisi (sale)	15 00		
Capital-Gazette Press - order nisi (acct)	12 00		
The Sun - advertising sale	15 50		
Maryland Casualty Co. -bond premium	30 40		
E.T. Newell & Co.,Inc.- auctioneer's fee	188 75		
Clerk of Court - recording assignment	1 00		
One-half Federal documentary stamps	3 57		
One-half State documentary stamps	7 15		
Gary S. Wase - notary fees	1 00		
E. Jane Rusinek - notary fee	50	327	39
To Assignee for Taxes, viz: 1961 State and County taxes - 3 months 9 days	31 45	31	45
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,524 07	5,524	07
		6,200	42
Amount of mortgage claim filed	7,563 54		
Interest @ 6% on principal balance of $7,525.90 from 1/31/61 to 6/15/61 - 4 months 15 days	169 34		
	7,732 88		
Cr. Amount allowed above	5,524 07		
Balance subject to decree in personam	2,208 81		

with H. Allen Mezger, Assignee Cr.

1961				
Mar.	10	Proceeds of Sale	6,150 00	
		Interest on deferred payment of $5,500.00 to 5/4/61	50 42	6,200 42
				6,200 42

LIBER 130 PAGE 641

ORDER NISI

H. Allen Mezger,
Assignee

VERSUS

William Barbour
and
Mary A. Barbour, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,648 Equity.

ORDERED, This 15th day of May, 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 19th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of June, 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 JUN 21 PM 12:10

O. Bruce Duckett

30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 130 PAGE 612

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order Nisi Ord. Circ. Ct. Eq. 13,648

William Barbour

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of June, 1961. The first insertion being made the 18th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,648 Equity
H. ALLEN MEZGER, Assignee
versus
WILLIAM BARBOUR and
MARY A. BARBOUR, his wife

Ordered, this 15th day of May, 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 19th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju - 1

FILED
1961 JUN -6 PM 1:59

No. M.G. 21291

21