FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE CIRCUIT COURT
-vs.-	:	FOR
MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	ANNE ARUNDEL COUNTY Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

. . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorabe Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Ten (10) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954) to Calvin J. Smith and Bessie T. Smith, his wife, at private sale for the sum of Six Thousand Dollars ($6,000.00) as per contract dated March 25, 1957, attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown in the testimony of this case. The terms of said sale as set forth in said contract are Two Thousand Dollars ($2,000.00) in cash upon the execution of said contract and the balance payable in annual installments of Eight Hundred Dollars ($800.00) plus interest at the rate of six per cent (6%) per annum until the entire balance has been paid.

George W. Baker, Jr.

George W. Baker, Jr.
Trustee

FILED

1957 MAR 26 AM 9:33

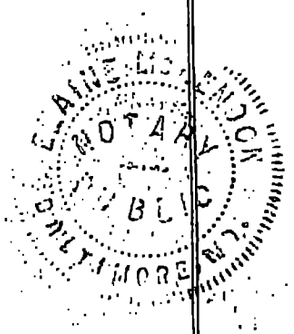
LAW OFFICES
GEORGE W. BAKER, JR.

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 25 day of March, 1957, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Elaine McLendon
Notary Public



CONTRACT OF SALE

THIS AGREEMENT OF SALE made this 25th day of March, 1957, between GEORGE W. BAKER, JR., Trustee under decree of the Circuit Court for Anne Arundel County dated December 28, 1953, in Equity Proceedings No. 10, 833 entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al." (hereinafter called "Vendor" or "Trustee"), of the first part, and CALVIN J. SMITH and BESSIE T. SMITH, his wife, whose post office address is 111A Taplow Road, Baltimore 12, Maryland (hereinafter called "Vendees") of the second part.

WITNESSETH, that the said Vendor does hereby bargain and sell unto the said Vendees and the latter do hereby purchase from the former all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. 10 on a plat entitled "Windmill Point" which said plat is dated December 31, 1953, revised March 2, 1954, and was filed as "Trustee's Exhibit A" in the above-entitled proceedings and is also recorded among the Land Records of Anne Arundel County in Plat Book 24, Folio 37. A photostatic copy of said plat has been given to the Vendees.

At and for the price of Six Thousand Dollars ($6,000.00) of which Two Thousand Dollars ($2,000.00) has been paid at or prior to the signing hereof and the balance of which the Vendees covenant and agree to pay in equal annual installments of Eight Hundred Dollars ($800.00) plus interest at the rate of six per cent (6%) per annum on the unpaid balance from the date of ratification hereof, the first installment being due on March 15, 1958 and succeeding installments being due on the 15th day of March in each year thereafter until the entire balance of principal and interest are fully paid. The Vendees shall have the privilege of prepaying the balance due hereunder in whole or in part at any time without penalty, interest to abate accordingly

Taxes, assessments and other public charges and the annual maintenance charge shall be adjusted as of the date of ratification hereof and shall be paid by the Vendees within 10 days after the date of ratification.

Exhibit

FILED

1957 MAR 26 AM 9:34

LAW OFFICES
GEORGE W. BAKER, JR.

134

Further, the Vendees covenant and agree to pay (in addition to the annual payments hereinabove provided for) the annual maintenance charge and all taxes, assessments, public dues or other charges imposed on or assessed against the above described property, or on this contract, after the date of ratification of the sale and, upon request, to furnish the Vendor, his successors or assigns, with evidence of payment of all such taxes or other public charges. Should the Vendees fail to pay any of said maintenance charges, taxes or other public charges imposed or assessed against the said property within sixty days after they become due and payable, the Vendor, his successors or assigns, shall have the right to pay the same, and any sum or sums so paid by the Vendor shall be added to the unpaid balance of the purchase price hereunder, shall be payable on demand, and shall bear interest at the rate of six per cent per annum. Payment thereof by the Vendor shall not constitute a waiver of the default, or deprive the Vendor of the remedies for default hereinafter set forth.

If there is a default in any of the terms, conditions or covenants of this contract of sale hereinabove set forth, then the whole of the purchase price remaining unpaid together with accrued interest thereon shall, at the option of the Vendor, be deemed due and payable forthwith. Upon any such default, the Vendor, in addition to the legal or equitable remedies otherwise available to him, may, at his sole option and upon giving sixty days notice in writing to the Vendees, terminate this contract in which event said contract shall become null and void and all amounts paid the Vendor to the time of such default shall be and become the property of and shall be retained by the Vendor as liquidated damages for the breach of this contract. Failure on the part of the Vendor to terminate this agreement for any default shall not constitute a waiver of any of the legal or equitable rights inuring to him as a result of such default or of the right to later terminate this contract for the same default or for one occurring subsequent thereto.

The Vendees shall be entitled to possession of the aforesaid property from the date of ratification hereof and until there shall be a

default in the payment of any installment or in the performance of any covenant or provision hereunder.

And on payment of the entire purchase price together with interest thereon, a Trustee's deed for the above described property shall be executed by the Vendor, at the Vendees' expense, conveying good and merchantable fee simple title thereto to the Vendees, free of all liens and encumbrances other than public utility easements and agreements of record, and any other easements which may be observed by an inspection of the property; but subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956, and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 995, folio 246, and a copy of which has been given to the Vendees.

This sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the aforementioned proceedings. It is expressly understood and agreed that the Vendees shall have thirty days after ratification hereof in which to have the title to the aforesaid property examined for the purpose of ascertaining whether the Vendor has good and merchantable fee simple title thereto and that in the event that the Vendor does not have good and merchantable fee simple title to said property, or in the event this contract of sale shall not be ratified by the Circuit Court for Anne Arundel County within 120 days from the date hereof, this Agreement shall be considered null and void and the Vendor shall immediately repay to the Vendees any and all monies paid by the Vendees to the Vendor hereunder.

It is expressly understood, covenanted and agreed by the parties hereto as follows:

a. That the Vendor shall have the right to assign this contract and to execute a deed of the property herein described to such assignee, subject however to the rights of the Vendees hereunder.

b. That any assignment or transfer of this Agreement, and any lease or rental of the property described herein or of any part thereof by the Vendees, without the express written consent of the Vendor, shall be

invalid and shall constitute a default hereunder.

c. That the covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors and personal representatives of the parties hereto or the assigns of the Vendor.

d. That time is of the essence of this contract.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Elaine McLendon
Elaine McLendon

George W. Baker, Jr. Trustee (SEAL)
George W. Baker, Jr., Trustee

Elaine McLendon
Elaine McLendon

Calvin J. Smith (SEAL)
Calvin J. Smith

Elaine McLendon
Elaine McLendon

Bessie T. Smith (SEAL)
Bessie T. Smith

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 25th day of March, 1957, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, as aforesaid, Vendor herein, and CALVIN J. SMITH and BESSIE T. SMITH, Vendees herein, and they acknowledged the foregoing Agreement to be their act subject to its approval and ratification by the Circuit Court for Anne Arundel County as therein set forth.

Elaine McLendon
Notary Public
Elaine McLendon

ELAINE McL... NOTARY PUBLIC ... MD.

LAW OFFICES
GEORGE W. BAKER, JR.

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LIBER 131 PAGE 7

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife, and
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 26 day of March, 1957, That the sale of the Lot Ten as shown on the Plat of "Windmill Point" heretofore filed herein, at private ~~made and reported by~~ sale, made to Calvin J. Smith and Bessie T. Smith, his wife, and ~~Frances~~ reported by George W. Baker, Jr., Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29 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 29 day of April next.

The report states that the amount of sale ~~was~~ is Six Thousand Dollars ($6,000.00).

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 26 Mar., 1957, at 9:33 a. m.

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife, and
WILLIAM FRANCIS RIENHOFF, III and
GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of May, 1957, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1957 MAY -8 PM 12:34

Benjamin Michaelson
Judge

15.5

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Vs.

MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife, and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants.

Ordered, this 26th day of March, 1957, That the sale of the Lot Ten as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Calvin J. Smith and Bessie T. Smith, his wife, and reported by George W. Baker, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of April next. The report states that the amount of sale was Six Thousand Dollars ($6,000.00).

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

A-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1331 PAGE 18

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1957

We hereby certify, that the annexed

Order Nisi

Eq. 10,833

Francis Colston Rienhoff, Infant

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 April, 1957. The first insertion being made the 28th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12320 1957 MAY -7 PM 2:33 By D. Tilghman

159

In the Case of

Francis Colston Rienhoff,
Infant, etc

VS.

MacCallum Rienhoff,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,833 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.

March 4, 1958

All of which is respectfully submitted.

Laura K. Kirkling
Auditor.

All of which is respectfully submitted.

160

Dr. Francis Colston Rienhoff, etc vs. MacCallum Rienhoff, et al in ac.

To Trustee for Commissions on Corpus Collections (10% of $9,138.95) - Order of 3/14/55, - viz:	913 90		
To Trustee for Commissions on Income Collections (6% of $1,025.36) - Order of 3/14/55 - viz:	61 52	975	42
To Trustee for Court costs, viz:			
Clerk of Court - additional Court costs	20 00		
Auditor - stating this account and two copies	63 00	83	00
To Trustee for Expenses, viz:			
Capital-Gazette Press - order nisi (acct)	6 00		
Capital-Gazette Press - order nisi on sale of Lot No. 10	8 00		
Fidelity & Deposit Co. of Md. - bond premium	100 00		
One-half Federal and State documentary stamps - sale of Lot No. 10	6 60		
Elaine McL.Will - notary fees	2 00	122	60
To Trustee for Taxes, viz:			
1957 State and County Taxes on Lots 1 , and 8 to 11	230 69		
1957 State and County taxes on Lots 5, 6 and 7	43 63		
1957 State and County taxes on Lots 16 and 18	12 30	286	62
Total Corpus Receipts $9,138.95			

Less:					
Trustee's Commission as above	$913.90				
Operation Expenses in re sales and transfers	205.60	1,119.50			
Corpus balance for distribution		$8,019.45			
Distributed as follows:					
To MacCallum Rienhoff - one-fourth			2,004	86	
To Hugh Young Rienhoff - one-fourth			2,004	86	
To William Francis Rienhoff -one-fourth			2,004	86	
To Francis Colston Rienhoff -one-fourth			2,004	87	8,019 45
Total Income Receipts and Refunds:		$1,034.62			
Less:					
Trustee's Commission as above	$ 61.52				
State and County taxes	286.62	348.14			
Income balance for distribution		$ 686.48			
Distributed as follows:					
To MacCallum Rienhoff - one-fourth			171	62	
To Hugh Young Rienhoff - one-fourth			171	62	
To William Francis Rienhoff- one-fourth			171	62	
To Francis Colston Rienhoff- one-fourth			171	62	686 48
					10,173 57

SCHEDULE B

Income and Refunds

	$	$
Gibson Island Club, Inc. - interest on principal balances due under contract of 4/26/54, viz:		
3/15/57	188.83	
6/19/57	186.71	
9/18/57	184.56	
12/20/57	182.37	
Total interest to 12/28/56		742.47
James H. Johnson - interest on principal balances due under contract of 5/23/56, viz:		
1/14/57	24.15	
2/1/57	21.77	
3/2/57	21.68	
4/1/57	21.59	
4/30/57	21.49	
5/28/57	21.40	
7/8/57	17.50	
11/6/57	40.00	
12/2/57	18.00	
12/31/57	11.48	
Total interest to 12/31/57		219.06
Interest on deferred payments from date of ratification to date of settlement:		
5/22/57 - Calvin J. Smith and wife		6.60
Interest on Savings Account		
6/30/57	21.87	
12/31/57	35.36	57.23
Total Income		1,025.36

REFUNDS

1957 State and County taxes - adjustments on lots sold, viz:		
Calvin J. Smith and wife - Lot No. 10	$ 9.26	9.26
Total refunds		9.26

SCHEDULE A

Principal Payments

Balance due on purchase price of 6.25 acres sold to Gibson Island Club, Inc., as shown by Auditor's Account ratified 3/6/57		$ 12,558.53	$
Principal payments as follows:			
3/15/57	$ 141.29		
6/19/57	143.41		
9/18/57	145.56		
12/20/57	147.75		
		578.01	578.01
Principal balance due		$12,010.52	
Balance due on purchase price of Lot 16 sold to J. Hillen Johnson and wife, as shown by Auditor's Account aforesaid		4,829.66	
Monthly payments on account:			
1/14/57	475.85		
2/1/57	18.23		
3/2/57	18.32		
4/1/57	18.41		
4/30/57	18.51		
5/28/57	778.60		
7/8/57	1,182.50		
12/2/57	22.00		
12/31/57	28.52		
		2,560.94	2,560.94
Principal balance due		2,268.72	
Purchase price of Lot 10 sold to Calvin J. Smith and wife (Sale ratified 5/7/57)			6,000.00
Total Corpus Receipts			$ 9,138.95

with George W. Baker, Jr., Trustee Cr.

1957				
Dec.	31	**Principal Payments**		
		For principal collections made by Trustee since the filing of his Report on January 3, 1957, see Schedule A hereto attached	9,138 95	9,138 95
		Income Receipts		
		See Schedule B hereto attached	1,025 36	1,025 36
		Refunds		
		See Schedule B hereto attached	9 26	9 26
				10,173 57

LIBER 131 PAGE 15

ORDER NISI

Francis Colston Rienhoff,

Infant, etc

VERSUS

MacCallum Rienhoff,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

FILED 1958 MAR 13 PM 2:33

No. 10,833 Equity.

ORDERED, This 13 day of March, 1958, 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 21 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 21 day of April next.

[illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of April, 1958, 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.

[illegible]

ANNE ARUNDEL COUNTY

1958 APR 22 PM 12 21

No. Equity.

ORDERED, This day of , 19, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 FOLIO 16

Order Nisi

Francis Colston Rienhoff, Infant, etc.
Versus
MacCallum Rienhoff, et al

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

Ordered, this 13 day of March, 1958. 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 21 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 21 day of April next.

GEORGE T. CROMWELL, Clerk

True Copy, Test:
GEORGE T. CROMWELL, Clerk

A-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1958

We hereby certify, that the annexed

Order Nisi Eq. No. 833
Auditor Account

MacCallum Rienhoff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By H. Tilghman

1958 APR -9 AM 11:31

No. M. G. 1415

167

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE CIRCUIT COURT
	:	FOR
-vs.-	:	ANNE ARUNDEL COUNTY
	:	Equity No. 10,833
MAC CALLUM RIENHOFF, et al. Defendants	:	

. . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Eight (8) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954), at private sale, to Arthur Lankford, Jr. and Ella L. Lankford, for the sum of Six Thousand Eight Hundred Dollars ($6,800.00) as per contract dated March 26, 1958, attached hereto as a part hereof,and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown in the testimony of this case. The terms of said sale as set forth in said contract are Two Thousand Two Hundred Seventy Dollars ($2,270.00) in cash upon the execution of said contract and the balance payable in equal monthly installments of Seventy-five Dollars ($75.00) per month including interest at the rate of six per cent (6%) per annum until the entire balance has been paid, with the final payment of principal and interest, if not sooner paid, being due and payable six (6) years from the date of ratification of said contract.

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 1st day of April 1958, before me, the subscriber, a notary public in and for the City and State aforesaid,

FILED

1958 APR -5 AM 11:36

LAW OFFICES
GEORGE W. BAKER JR.

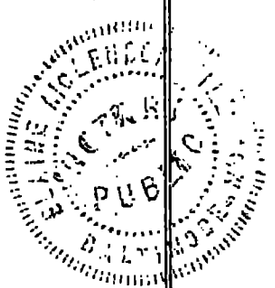
165

personally appeared GEORGE W. BAKER, JR., TRUSTEE who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Elaine McLendon Will

Notary Public

Elaine McLendon Will



CONTRACT OF SALE

THIS AGREEMENT OF SALE made this 26th day of March, 1958, between GEORGE W. BAKER, JR., Trustee under decree of the Circuit Court for Anne Arundel County dated December 28, 1953, in Equity Proceedings No. 10,833 entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al." (hereinafter called "Vendor" or "Trustee"), of the first part, and ARTHUR LANKFORD, JR. and ELLA L. LANKFORD, his wife, of Anne Arundel County, whose post office address is Mountain Road, Pasadena, Maryland (hereinafter called "Vendees") of the second part.

WITNESSETH, that the said Vendor does hereby bargain and sell unto the said Vendees and the latter do hereby purchase from the former all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. 8 on a plat entitled "Windmill Point" which said plat is dated December 31, 1953, revised March 2, 1954, and was filed as "Trustee's Exhibit A" in the above-entitled proceedings and is also recorded among the Land Records of Anne Arundel County in Plat Book 24, Folio 37. A photostatic copy of said plat has been given to the Vendees.

At and for the price of Six Thousand Eight Hundred Dollars ($6,800.00) of which Two Thousand Two Hundred Seventy Dollars ($2,270.00) has been paid at or prior to the signing hereof and the balance of which the Vendees covenant and agree to pay in equal monthly installments of Seventy-five Dollars ($75.00) / including interest at the rate of six per cent (6%) per annum on the unpaid balance from the date of ratification hereof, the first installment being due on May 15, 1958 and succeeding installments being due on the 15th day of each month thereafter until the entire balance of principal and interest are fully paid; provided that the final payment of principal and interest, if not sooner paid, shall be due and payable six years from the date of ratification of this contract. The Vendees shall have the privilege of prepaying the balance due hereunder in whole or in part at any time without penalty, interest to abate accordingly.

Exhibit

FILED

1958 APR -5 AM 11:36

LAW OFFICES
GEORGE W. BAKER JR.

167

Taxes, assessments and other public charges and the annual maintenance charge shall be adjusted as of the date of ratification hereof and shall be paid by the Vendees within 10 days after the date of ratification.

Further, the Vendees covenant and agree to pay (in addition to the annual payments hereinabove provided for) the annual maintenance charge and all taxes, assessments, public dues or other charges imposed on or assessed against the above described property, or on this contract, after the date of ratification of the sale and, upon request, to furnish the Vendor, his successors or assigns, with evidence of payment of all such taxes or other public charges. Should the Vendees fail to pay any of said maintenance charges, taxes or other public charges imposed or assessed against the said property within sixty days after they become due and payable, the Vendor, his successors or assigns, shall have the right to pay the same, and any sum or sums so paid by the Vendor shall be added to the unpaid balance of the purchase price hereunder, shall be payable on demand, and shall bear interest at the rate of six per cent per annum. Payment thereof by the Vendor shall not constitute a waiver of the default, or deprive the Vendor of the remedies for default hereinafter set forth.

If there is a default in any of the terms, conditions or covenants of this contract of sale hereinabove set forth, then the whole of the purchase price remaining unpaid together with accrued interest thereon shall, at the option of the Vendor, be deemed due and payable forthwith. Upon any such default, the Vendor, in addition to the legal or equitable remedies otherwise available to him, may, at his sole option and upon giving sixty days notice in writing to the Vendees, terminate this contract in which event said contract shall become null and void and all amounts paid the Vendor to the time of such default shall be and become the property of and shall be retained by the Vendor as liquidated damages for the breach of this contract. Failure on the part of the Vendor to terminate this agreement for any default shall not constitute a waiver of any of the legal or equitable rights inuring to him as a result of such default or of the right to later terminate this contract for the same default or for one occurring subsequent thereto.

The Vendees shall be entitled to possession of the aforesaid property from the date of ratification hereof and until there shall be a default in the payment of any installment or in the performance of any covenant or provision hereunder.

And on payment of the entire purchase price together with interest thereon, a Trustee's deed for the above described property shall be executed by the Vendor, at the Vendees' expense, conveying good and merchantable fee simple title thereto to the Vendees, free of all liens and encumbrances other than public utility easements and agreements of record, and any other easements which may be observed by an inspection of the property; but subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in a deed from George W. Baker, Jr., Trustee, to Herman Badenhoop and wife, which said deed is dated January 17, 1956, and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 955, folio 246, and a copy of which has been given to the Vendees.

This sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the aforementioned proceedings. It is expressly understood and agreed that the Vendees shall have thirty days after ratification hereof in which to have the title to the aforesaid property examined for the purpose of ascertaining whether the Vendor has good and merchantable fee simple title thereto and that in the event that the Vendor does not have good and merchantable fee simple title to said property, or in the event this contract of sale shall not be ratified by the Circuit Court for Anne Arundel County within 120 days from the date hereof, this Agreement shall be considered null and void and the Vendor shall immediately repay to the Vendees any and all monies paid by the Vendees to the Vendor hereunder.

It is expressly understood, covenanted and agreed by the parties hereto as follows:

a. That the Vendor shall have the right to assign this contract and to execute a deed of the property herein described to his assignee, subject however to the rights of the Vendees hereunder.

b. That any assignment or transfer of this Agreement, and any lease or rental of the property described herein or of any part thereof by the Vendees, without the express written consent of the Vendor, shall be invalid and shall constitute a default hereunder.

c. That the covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors and personal representatives of the parties hereto or the assigns of the Vendor.

d. That time is of the essence of this contract..

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Elaine McL. Will — George W. Baker Jr. Trustee (SEAL)
George W. Baker, Jr., Trustee

Elaine McL. Will — Arthur Lankford Jr. (SEAL)
Arthur Lankford, Jr.

Elaine McL. Will
Elaine McL. Will — Ella L. Lankford (SEAL)
Ella L. Lankford

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 26th day of March, 1958, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, as aforesaid, Vendor herein, and ARTHUR LANKFORD, JR. and ELLA L. LANKFORD, Vendees herein, and they acknowledged the foregoing Agreement to be their act subject to its approval and ratification by the Circuit Court for Anne Arundel County as therein set forth.

Elaine McLendon Will
Notary Public
Elaine McLendon Will

ELAINE McLENDON WILL NOTARY PUBLIC BALTIMORE MD.

LAW OFFICES
GEORGE W. BAKER JR.

170

LIBER 131 PAGE 23

ORDER NISI

Francis Colston Rienhoff, Infant
by Frances Y. Rienhoff, his mother
and next friend Complainant

versus

Mac Callum Rienhoff, et al.
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 5 day of April, 1958, That the sale of the Property in these proceedings mentioned made and reported by George W. Baker, Jr., Trustee~~x~~

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

The report states that the amount of sale ~~xxxxx~~ was $6,800.00

FILED 1958 April 5 A.M. 11:36

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Francis Colston Rienhoff, Infant
by Frances Y. Rienhoff, his mother
Complainant

versus

Mac Callum Rienhoff, et al.
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of May, 1958, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

/s/ Benjamin Michelson
Judge

FILED
1958 MAY 13 PM 3:28

171

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 24

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

Francis Colston Rienhoff, Infant by Frances Y. Rienhoff, his mother Complainant
versus
Mac Callum Rienhoff, et al. Defendants

Ordered, this 5th day of April, 1958, That the sale of the Property in these proceedings mentioned, made and reported by George W. Baker, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of May next.

The report states that the amount of sale was $6,800.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,833

Francis Colston Rienhoff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of May 1958. The first insertion being made the 10th day of April 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1546 1958 MAY -5 PM 1:52 By H. Tilghman

172

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienboff, his mother and next friend, Complainant

-vs.-

MAC CALLUM RIENHOFF,

HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife

and

WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 10,833

. . . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Nine (9) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954) to Bernard R. Smith, Jr. at private sale for the sum of Seven Thousand One Hundred Fifty Dollars ($7,150.00), as per contract dated June 5, 1958, attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown in the testimony of this case. The terms of said sale as set forth in said contract are One Thousand Dollars ($1,000.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the sale, the unpaid portion to bear interest from the date of ratification.

George W. Baker, Jr.
Trustee

FILED

1958 JUN -7 AM 10:14

LAW OFFICES
GEORGE W. BAKER JR.

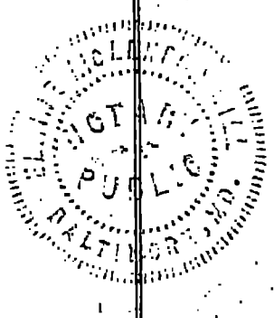
175

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 5th day of June, 1958, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Elaine McLendon Will
Notary Public



LAW OFFICES
GEORGE W. BAKER JR.

174

THIS AGREEMENT OF SALE Made this 5th day of June , 19 58, between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and BERNARD R. SMITH, JR. of Anne Arundel County, Maryland,

hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. .Nine (9) . . . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of . .Seven Thousand One Hundred Fifty----------. . . . . Dollars ($ 7,150.00), of which . One Thousand--------- . . . . . Dollars ($ 1,000.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

FILED
1958 JUN -7 AM 10:14

to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Elaine McL. Will

George W. Baker, Jr., Trustee (SEAL)
Vendor

Elaine McL. Will

Bernard R. Smith, Jr. (SEAL)
Vendee

(SEAL)
Vendee

Vendee's Address: Route 4, Box 132, Pasadena P.O., Maryland

Tel. No. Sunset 1745-W

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LIBER 131 PAGE 29

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife, and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 7th day of June, 19 58, That the sale of the Lot Nine as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, ~~xxxxxxxxxxxxxxxxxx~~ made to Bernard R. Smith, Jr. and reported by George W. Baker, Jr., Trustee ~~Xxxxxxx~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of July next.

The report states that the amount of sale ~~xxxxx~~ was $ Seven Thousand One Hundred Fifty ($7,150.00)

FILED 1958 JUN 7 AM 10 14

George T. Connelly Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife, and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of July, 19 58 that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 JUL 15 PM 3:53

177

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 30

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend
versus
MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife, and
WILLIAM FRANCIS RIENHOFF, III and
GRACE S. RIENHOFF, his wife,
Defendants

Ordered, this 9th day of June, 1958, That the sale of the Lot Nine as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Bernard R. Smith, Jr. and reported by George W. Baker, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of July next.

The report states that the amount of sale was Seven Thousand One Hundred Fifty Dollars ($7,150.00).

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 10,833
Francis Colston Rienhoff
infant

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 July, 1958. The first insertion being made the 12th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. C. Tilghman

FILED

No. M. G. 318 1958 JUL -9 PM 3:22

178

In the Case of

Francis Colston Rienhoff,
infant, etc
VS.
Mac Callum Rienhoff,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,833 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura M. Nicholson
Auditor.

January 26, 1959

Dr. Francis Colston Rienhoff, Infant, etc vs. MacCallum Rienhoff, et al in ac.

To Trustee for Commissions on Corpus (10% of $27,155.54) - Order of 3/15/55, viz:	2,715	55		
To Trustee for Commissions on Income Collections (6% of $669.89), viz:	40	19	2,755	74
To Trustee for Court costs, viz:				
Clerk of Court - additional costs to date	44	50		
Auditor - stating this account and two copies	67	50	112	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	6	00		
Capital-Gazette Press - order nisi on sales of Lots 8 and 9	16	00		
Fidelity & Deposit Co. of Md. - bond premium due 1958	100	00		
J. R. McCrone - re-staking Lots 5 through 8 - 3/7/58	15	00		
Union Trust Company - checks	4	58		
Lucas Bros. - receipt book		50		
Elaine McL. Will - notary fees	4	00		
One-half Federal and State documentary stamps - sale to Gibson Island Club, Inc.	13	75		
One-half Federal and State documentary stamps - sale to Bernard R. Smith, Jr.	8	25		
One-half Federal and State documentary stamps - sale to J. Hillen Johnson	6	05	174	13
To Trustee for Taxes, viz:				
1958 State and County taxes on Lots 5, 6 and 7, Block 240	138	92		
1958 State and County taxes on Lot 1, Block 240	303	62		
1958 State and County taxes on Lots 8, 9 and 11, Block 240	167	04		
1958 State and County taxes on Lot 18, Block 235	49	77	659	35
To Trustee for amount retained to pay operating expenses (Order 1/16/59	1,000	00	1,000	00
Total Income receipts and Refunds-$695.41				
Less:				

Less:				
Trustee's Commission as above	$ 40.19			
1958 State and County taxes	659.35			
	$699.54			
Income account overpaid		4.13		
		$699.54		
Total Corpus Receipts		$ 27,155.54		
Less:				
Trustee's Commissions as above	$2,715.55			
Operating Expenses in re sales and transfers	286.13			
Amount retained by Trustee, as above	1,000.00			
Overpayment of Income account	4.13	4,005.81		
Corpus balance for Distribution		23,149.73		
DISTRIBUTED AS FOLLOWS:				
To MacCallum Rienhoff - one-fourth			5,787 43	
To Hugh Young Rienhoff - one-fourth			5,787 43	
To William Francis Rienhoff -one-fourth			5,787 43	
To Francis Colston Rienhoff -one-fourth			5,787 44	23,149 73
				27,850 95

SCHEDULE A

Principal Payments

Balance due on purchase price of 6/25 acres sold to Gibson Island Club, Inc., as shown by Auditor's Account ratified 4/22/58		$ 12,010.52	$
Principal payments as follows:			
3/18/58	$149.96		
6/16/58	5,248.46		
10/22/58	6,612.10	12,010.52	12,010.52
Balance due on purchase price of Lot 16 sold to J. Hillen Johnson and wife, as shown by Auditor's account aforesaid		2,268.72	
Principal payments as follows:			
1/30/58	$ 28.66		
2/14/58	2,240.06	2,268.72	2,268.72
Purchase price of Lot 8 sold to Arthur Lankford, Jr., and wife (Sale ratified 5/13/58)		6,800.00	
Principal payments as follows:			
3/12/58	$ 500.00		
3/26/58	1,770.00		
5/15/58	52.35		
6/27/58	52.61		
7/16/58	52.87		
8/15/58	53.14		
9/16/58	1,053.40		
10/22/58	1,058.67		
11/14/58	1,063.97		
12/15/58	69.29	5,726.30	5,726.30
Principal balance due		1,073.70	
Purchase price of Lot 9 sold to Bernard R. Smith, Jr. (Sale ratified 7/15/58)		7,150.00	7,150.00
Total Corpus Receipts			$ 27,155.54

180A

SCHEDULE B

Income

	$	$
Gibson Island Club, Inc. - interest on principal balances due under contract of 4/26/54:		
3/18/58	180.16	
6/16/58	177.91	
10/22/58	99.18	
		457.25
J. Hillen Johnson - interest on principal balances due under contract of 5/23/56:		
1/30/58	11.34	
2/14/58	14.90	
		26.24
Arthur Lankford, Jr. - interest on principal balances due under contract of 3/26/58:		
5/15/58	22.65	
6/27/58	22.39	
7/16/58	22.13	
8/15/58	21.86	
9/16/58	21.60	
10/22/58	16.33	
11/14/58	11.03	
12/15/58	5.71	
		143.70
Arlington Federal Savings and Loan Association - interest on Savings Account:		
6/30/58	21.14	
12/31/58	21.56	
		42.70
Total income		$ 669.89

Refunds to Income

	$	
1958 State and County taxes on Lot No. 9 sold to Bernard R. Smith, Jr., adjusted in accordance with contract of sale	25.52	25.52
Total refunds		$ 25.52

with George W. Baker, Jr., Trustee Cr.

1958				
Dec.	31	**Principal Payments**		
		For principal collections made by Trustee since the filing of his Report on February 4, 1958, see Schedule A hereto attached	27,155 54	27,155 54
		Income Receipts		
		See Schedule B hereto attached	669 89	669 89
		Refunds		
		See Schedule B hereto attached	25 52	25 52
				27,850 95

1959 JAN 29 PM 1:32 FILED

ORDER NISI

LIBER 131 PAGE 37

Francis Colston Rienhoff, infant, etc.

VERSUS

MacCallum Rienhoff, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,833 Equity.

ORDERED, This 29th day of January, 19 59, 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 March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of March, 1959, 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

VERSUS

for

ANNE ARUNDEL COUNTY

No. Equity.

ORDERED, This day of , 19, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 38

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Order Nisi Aud. Acct. Eq. 10833

Francis Colston Rienhoff

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 March, 1959. The first insertion being made the 5th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Late

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, infant, etc.
VERSUS
MacCALLUM RIENHOFF, et al

Ordered, this 29th day of January, 1959, 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 March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-19

FILED
No. M. G. 1959 MAR 4 PM 1:44

183

FRANCIS COLSTON RIENHOFF, Infant by Frances V. Riehhoff, his mother and next friend Complainant	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
MAC CALLUM RIENHOFF, et al. Defendants	:	ANNE ARUNDEL COUNTY
	:	Equity No. 10,833

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Seven (7) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954), at private sale, to Robert C. Ruhl and Edith G. Ruhl, his wife, for the sum of Seven Thousand One Hundred Fifty Dollars ($7,150.00), as per contract dated July 1, 1959, attached hereto as a part hereof, and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown in the testimony of this case. The terms of said sale is set forth in said contract are One Thousand Dollars ($1,000.00) in cash upon the execution of said contract and the balance payable in equal quarterly installments of One Hundred Fifty Dollars ($150.00) each including interest at the rate of six per cent (6%) per annum until the entire balance has been paid, with the final payment of principal

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1959 JUL -9 PM 3:29

LAW OFFICES
GEORGE W. BAKER JR.

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and interest, if not sooner paid, being due and payable six (6) years from the date of ratification of said contract.

George W. Baker, Jr., Trustee

George W. Baker, Jr.
Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 7th day of July, 1959, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Jeannette Pugsley

Jeannette Pugsley
Notary Public

My Commission expires May 4, 1961.

LAW OFFICES
GEORGE W. BAKER JR.

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LIBER 131 PAGE 41

CONTRACT OF SALE

THIS AGREEMENT OF SALE made this 7th day of July, 1959, between GEORGE W. BAKER, JR., Trustee under decree of the Circuit Court for Anne Arundel County dated December 28, 1953, in Equity Proceedings No. 10,833 entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al." (hereinafter called "Vendor" or "Trustee"), of the first part, and ROBERT C. RUHL and EDITH G. RUHL, his wife, whose post office address is 412 Greenlow Road, Catonsville 28, Maryland (hereinafter called "Vendees") of the second part.

WITNESSETH, that the said Vendor does hereby bargain and sell unto the said Vendees and the latter do hereby purchase from the former all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. 7 on a plat entitled "Windmill Point" which said plat is dated December 31, 1953, revised March 2, 1954, and was filed as "Trustee's Exhibit A" in the above-entitled proceedings and is also recorded among the Land Records of Anne Arundel County in Plat Book 24, Folio 37. A photostatic copy of said plat has been given to the Vendees.

The selling price is Seven Thousand One Hundred Fifty ($7,150.00) Dollars of which One Thousand Dollars ($1,000.00) has been paid at or prior to the signing hereof, and the balance of which the Vendees covenant and agree to pay as follows: by the payment in cash of Two Thousand Dollars ($2,000.00) within ten (10) days after the date of ratification of this contract, plus adjustments as of the date of ratification hereinafter

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LAW OFFICES
GEORGE W. BAKER JR.
SARATOGA 7-2455

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provided for; and by paying the remaining balance of Four Thousand One Hundred Fifty Dollars ($4,150.00) in equal quarterly installments of One Hundred Fifty Dollars ($150.00) each, including interest at the rate of six per cent (6%) per annum on the unpaid balance from the date of ratification hereof, the first installment being due on September 1, 1959 and succeeding installments being due on the first days of December, March, June and September in each and every year thereafter until the entire balance of principal and interest are fully paid; provided that the final payment of principal and interest, if not sooner paid, shall be due and payable six (6) years from the date of ratification of this contract. The Vendees shall have the privilege of prepaying the balance due hereunder in whole or in part at any time without penalty, interest to abate accordingly.

Taxes, assessments and other public charges and the annual maintenance charge shall be adjusted as of the date of ratification hereof and shall be paid by the Vendees within ten (10) days after the date of ratification.

Further, the Vendees covenant and agree to pay (in addition to the annual payments hereinabove provided for) the annual maintenance charge and all taxes, assessments, public dues or other charges imposed on or assessed against the above described property, or on this contract, after the date of ratification of the sale and, upon request, to furnish the Vendor, his successors, or assigns, with evidence of payment of all such taxes or other public charges. Should the Vendees fail to pay any of said maintenance charges, taxes or other

LAW OFFICES
GEORGE W. BAKER JR.
SARATOGA 7-2468

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public charges imposed or assessed against the said property within sixty days after they become due and payable, the Vendor, his successors or assigns, shall have the right to pay the same, and any sum or sums so paid by the Vendor shall be added to the unpaid balance of the purchase price hereunder, shall be payable on demand, and shall bear interest at the rate of six (6) per cent per annum. Payment thereof by the Vendor shall not constitute a waiver of the default, or deprive the Vendor of the remedies for default hereinafter set forth.

If there is a default in any of the terms, conditions or covenants of this contract of sale hereinabove set forth, then the whole of the purchase price remaining unpaid together with accrued interest thereon shall, at the option of the Vendor, be deemed due and payable forthwith. Upon any such default, the Vendor, in addition to the legal or equitable remedies otherwise available to him, may, at his sole option and upon giving sixty days notice in writing to the Vendees, terminate this contract in which event said contract shall become null and void and all amounts paid the Vendor to the time of such default shall be and become the property of and shall be retained by the Vendor as liquidated damages for the breach of this contract. Failure on the part of the Vendor to terminate this agreement for any default shall not constitute a waiver of any of the legal or equitable rights inuring to him as a result of such default or of the right to later terminate this contract for the same default or for one occurring subsequent thereto.

The Vendees shall be entitled to possession of the aforesaid property from the date of ratification hereof and until

LAW OFFICES
GEORGE W. BAKER JR.
SARATOGA 7-2468

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there shall be a default in the payment of any installment or in the performance of any covenant or provision hereunder or a violation of any of the covenants, agreements, restrictions and conditions of record referred to in the next paragraph; such possession in any event, however, to be subject to such conditions and regulations as may be imposed by the Trustee named in the next paragraph or his successor in said Trust.

And on payment of the entire purchase price together with interest thereon, a Trustee's deed for the above described property shall be executed by the Vendor, at the Vendees' expense, conveying good and merchantable fee simple title thereto to the Vendees, free of all liens and encumbrances other than public utility easements and agreements of record, and any other easements which may be observed by an inspection of the property; but subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in a deed from George W. Baker, Jr., Trustee, to Herman Badenhoop and wife, which said deed is dated January 17, 1956, and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 955, folio 246, and a copy of which has been given to the Vendees.

This sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the aforementioned proceedings. It is expressly understood and agreed that the Vendees shall have thirty days after ratification hereof in which to have the title to the aforesaid property examined for the purpose of ascertaining whether the Vendor has good and merchantable fee simple title thereto and that in the event that the Vendor does not have good and merchantable fee simple title

LAW OFFICES
GEORGE W. BAKER JR.
SARATOGA 7-2468

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to said property, or in the event this contract of sale shall not be ratified by the Circuit Court for Anne Arundel County within 120 days from the date hereof, this Agreement shall be considered null and void and the Vendor shall immediately repay to the Vendees any and all monies paid by the Vendees to the Vendor hereunder.

It is expressly understood, covenanted and agreed by the parties hereto as follows:

a. That the Vendor shall have the right to assign this contract and to execute a deed of the property herein described to his assignee, subject however to the rights of the Vendees hereunder.

b. That any assignment or transfer of this Agreement, and any lease or rental of the property described herein or of any part thereof by the Vendees, without the express written consent of the Vendor, shall be invalid and shall constitute a default hereunder.

c. That the covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors and personal representatives of the parties hereto or the assigns of the Vendor.

d. That time is of the essence of this contract.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

_____	_____ (SEAL)
Jeannette Pugsley	George W. Baker, Jr., Trustee
Jeannette Pugsley	_____ (SEAL)
Jeannette Pugsley	Robert C. Ruhl
Jeannette Pugsley	_____ (SEAL)
Jeannette Pugsley	Edith G. Ruhl

LAW OFFICES
GEORGE W. BAKER JR.
SARATOGA 7-2468

LIBER 131 PAGE 46

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 7th day of July, 1959, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, as aforesaid, Vendor herein, and ROBERT C. RUHL and EDITH G. RUHL, Vendees herein, and they acknowledged the foregoing Agreement to be their act subject to its approval and ratification by the Circuit Court for Anne Arundel County as therein set forth.

Jeannette Pugsley
Notary Public
Jeannette Pugsley

My Commission expires May 4, 1961.

LAW OFFICES
GEORGE W. BAKER JR.
SARATOGA 7-2468

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ORDER NISI

LIBER 131 PAGE 47

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 9th day of July, 19 59; That the sale of the Lot Seven (7) as shown on the plat of 'Windmill Point" heretofore filed herein, at private sale, made to Robert C. Ruhl and Edith G. Ruhl, his wife, and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

The report states that the amount of sales to be $Seven Thousand One Hundred Fifty Dollars ($7,150.00)

George T. Cromwell Clerk.

True Copy,

FILED
1959 JUL 9 P.M. 3:29

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19.

ORDERED BY THE COURT, This 19th day of August, 1959 that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause: and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

Judge

FILED.
1959 AUG 19 PM 2:35

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Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 48

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. No. 8133

Francis Colston Rienhoff

$7150.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August 1959. The first insertion being made the 16th day of July 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 10078 1959 AUG -7 AM 11:07

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Order Nisi

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rhinehoff, his mother and next friend

versus

MAC CALLUM RIENHOFF, et al.

Ordered, this 9th day of July, 1959, That the sale of Lot, Seven (7) as shown on the plat of "Windmill Point" heretofore filed herein, at private sale, made to Robert C. Ruhl and Edith C. Ruhl, his wife and reported by George W. Baker, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

The report states that the amount of sale was Seven Thousand One Hundred Fifty Dollars ($7150.00)

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

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LIBER 131 PAGE 49

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
MAC CALLUM RIENHOFF, et al. Defendants	:	Equity No. 10,833

. . . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Eleven (11) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954) to Calvin J. Smith and Bessie T. Smith, his wife, for the sum of Five Thousand Two Hundred Seventy-Five Dollars ($5,275.00), as per contract dated June 29, 1959, attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in this case. The terms of said sale as set forth in said contract are Three Thousand Dollars ($3,000.00) in cash upon the execution of said contract and the balance in cash on or before January 15, 1960, the unpaid portion to bear interest from the date of ratification.

Signed George W. Baker, Jr. Trustee

George W. Baker, Jr.
Trustee

LAW OFFICES
GEORGE W. BAKER JR.
SARATOGA 7-2468

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FILED

1959 JUL -9 PM 3:30

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LIBER 131 PAGE 50

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 29th day of June, 1959, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRSUTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Jeannette Pugsley
Jeannette Pugsley
Notary Public

My Commission expires May 4, 1961.

LAW OFFICES
GEORGE W. BAKER JR.
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LIBER 131 PAGE 51

THIS AGREEMENT OF SALE Made this 29th day of June , 1959 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and Calvin J. Smith and Bessie T. Smith, his wife, of Baltimore, Maryland hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. Eleven (11). . . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of .Five .Thousand Two Hundred and .Seventy-Five . . . . . Dollars ($5,275.00), of which .Three Thousand . . . . . Dollars ($ 3,000.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay ~~within~~ on or before January 15, 1960, ~~thirty days~~ after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

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1959 JUL -9 PM 3:30

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LIBER 131 PAGE 52

to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Jeannette Pugsley — Jeannette Pugsley

Geo. W. Baker, Jr., Trustee (SEAL) — George W. Baker, Jr., Trustee, Vendor

Jeannette Pugsley — Jeannette Pugsley

Calvin J. Smith (SEAL) — Calvin J. Smith, Vendee

Louise D. Harvey

Bessie T. Smith (SEAL) — Bessie T. Smith, Vendee

Vendee's Address: 111 A Taplow Road, Baltimore 12, Maryland

Tel. No.: _____

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ORDER NISI

LIBER 131 PAGE 53

FRANCIS COLSTON RIENHOFF, Infant
by Frances Y. Rienhoff, his
mother and next friend
versus
MAC CALLUM RIENHOFF, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 9th day of July, 19 59, That the sale of the Lot Eleven (11) as shown on the plat of "Windmill Point" heretofore filed herein, at private sale, made to Calvin J. Smith and Bessie T. Smith, his wife, and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

The report states that the amount of sales to be $ Five Thousand Two Hundred Seventy-Five Dollars ($5,275.00)

Filed 1959 July 9 PM 3:30

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant
by Frances Y. Rienhoff, his
mother and next friend
versus
MAC CALLUM RIENHOFF, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of August, 1959 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

Judge

FILED

1959 AUG 19 PM 2:35

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Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Francis Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF, et al

Ordered, this 9th day of July, 1959. That the sale of Lot Eleven (11) as shown on the plat of "Windmill Point" heretofore filed herein, at private sale, made to Calvin J. Smith and Bessie T. Smith, his wife, and reported by George W. Baker, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

The report states that the amount of sale was Five Thousand Two Hundred Seventy-Five Dollars ($5,275.00).

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

A-6

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 54

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,833

Francis Colston Rienhoff

$5,275.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1959. The first insertion being made the 16th day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1959 Aug 17 AM 11:07

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FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	LIBER 131 PAGE 55 IN THE
vs.	CIRCUIT COURT
MAC CALLUM RIENHOFF	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	ANNE ARUNDEL COUNTY
and	Equity No. 10,833
WILLIAM FRANCIS RIENHOFF,III and GRACE S. RIENHOFF, his wife Defendants	

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

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Six (6) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954) to Henry J. Roman and Margaret E. Roman, his wife, at private sale for the sum of Seven Thousand, One Hundred and Fifty Dollars ($7,150.00) as per contract dated November 13, 1959, attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony of this case. The terms of said sale as set forth in said contract are Seven Hundred Dollars ($700.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of this sale, the unpaid portion to bear interest from the date of ratification.

George W. Baker, Jr., Trustee

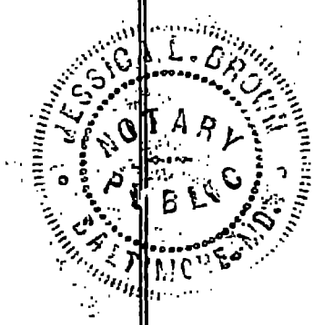
George W. Baker, Jr., Trustee

LAW OFFICES
GRIFFIN,
PLUMMER
& BAKER

STATE OF MARYLAND: LIBER 131 PAGE 56

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 17 day of November, 1959, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.



Jessica L. Brown
Jessica L. Brown
Notary Public

LAW OFFICES
GRIFFIN,
PLUMMER
& BAKER

191

THIS AGREEMENT OF SALE Made this 13 day of November, 1959 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and Henry J. Roman, and Margaret E. Roman, his wife, hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

LIBER 131 PAGE 57

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. Six (6) . . . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of Seven Thousand One Hundred Fifty. . . . . Dollars ($ 7,150.00), of which Seven Hundred. . . . . Dollars ($ 700.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Jessica L. Brown

Jessica L. Brown

George W. Baker, Jr., Trustee (SEAL)
George W. Baker, Jr., Trustee
Vendor

Jessica L. Brown

Henry J. Roman (SEAL)
Henry J. Roman
Vendee

Jessica L. Brown

Margaret E. Roman (SEAL)
Margaret E. Roman
Vendee

Vendee's Address: 1821 Fairbank Road, Baltimore 9, Maryland

Tel. No. PE 2-2072

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ORDER NISI

LIBER 131 PAGE 59

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother ~~and next friend~~

versus Complainants

MAC CALLUM RIENHOFF, et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 20th day of November, 19 59, That the sale of the Lot 6 as shown on the Plat of "Windmill Point" heretofore filed herein, at ~~made and reported by~~ private sale, made to Henry J. Roman and Margaret E. Roman, his wife, and reported by George W. Baker, Jr., Trustee

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

The report states that the amount of sale was $ ~~Seven Thousand One Hundred Fifty~~ ($7,150.00

FILED 1959 NOV 20 AM 11:55

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Complainants

versus

MAC CALLUM RIENHOFF, et al

~~Defendants~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of January, 19 ~~59~~ 60 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

FILED

1960 JAN-7 AM 11:13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 60

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,833

Francis Colston Rienhoff

Lot No. 6 $7,150.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of December, 1959. The first insertion being made the 24th day of November, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

No. M. G. 1225R

205

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances V. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF, et al

Ordered, this 20th day of November, 1959. That the sale of the lot 6 as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Henry J. Roman and Margaret E. Roman, his wife, and reported by George W. Baker, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of December next.

The report states that the amount of sale was Seven Thousand, One Hundred Fifty ($7,150.00).

GEORGE T. CROMWELL, Clerk

True Copy TEST:

GEORGE T. CROMWELL, Clerk

D-17

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	LIBER 131 PAGE 61 IN THE
vs.	:	CIRCUIT COURT
MAC CALLUM RIENHOFF	:	
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	FOR
and	:	ANNE ARUNDEL COUNTY
WILLIAM FRANCIS RIENHOFF,III and GRACE S. RIENHOFF, his wife Defendants	:	Equity No. 10,833

. . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Eighteen (18) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954) to Henry J. Roman and ~~Margaret E. Roman, his wife~~ STEFAN J. ROMAN, at private sale for the sum of Five Thousand Three Hundred and Fifty Dollars ($5,350.00) as per contract dated November 13, 1959, attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony of this case. The terms of said sale as set forth in said contract are Five Hundred Dollars ($500.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of this sale, the unpaid portion to bear interest from the date of ratification.

1959 NOV 24 PM 10:03

George W. Baker, Jr., Trustee

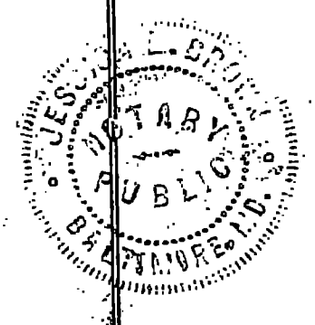
LAW OFFICES
GRIFFIN,
PLUMMER
& BAKER

STATE OF MARYLAND: LIBER 131 PAGE 62

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 17 day of November, 1959, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Jessica L. Brown
Jessica L. Brown
Notary Public



LAW OFFICES
GRIFFIN,
PLUMMER
& BAKER

507

No 10,833-Eq.

THIS AGREEMENT OF SALE Made this 13 day of November, 19 59 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and Henry J. Roman, and Stefan J. Roman, hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

LIBER 131 PAGE 63

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. Eighteen (18). . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of Five Thousand Three Hundred Fifty. . . . . Dollars ($ 5,350.00), of which Five Hundred . . . . . Dollars ($ 500.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

FILED

1959 NOV 24 AM 10:38

to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Jessica L. Brown
Jessica L. Brown

Geo. W. Baker, Jr., Trustee (SEAL)
George W. Baker, Jr., Trustee
Vendor

Jessica L. Brown
Jessica L. Brown

Henry S. Roman (SEAL)
Henry S. Roman
Vendee

Jessica L. Brown
Jessica L. Brown

Stefan J. Roman (SEAL)
Stefan J. Roman
Vendee

Vendee's Address: 1821 Fairbank Road, Baltimore 9, Maryland

Tel. No. PE 2-2072

309

ORDER NISI

LIBER 131 PAGE 65

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus Complainants

MAC CALLUM RIENHOFF, et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 24th day of November, 19 59, That the sale of the Lot 18 as shown on the Plat of "Windmill Point" heretofore filed herein, at ~~made and reported by~~ private sale, made to Henry J. Roman and Stefan J. Roman, and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of January next.

The report states that the amount of sale was $ ($5,350.00) Five Thousand Three Hundred Fifty

George T. Cromwell Clerk.

True Copy,

Filed 24 Nov. 1959, 11:15 A.M.

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Complainants

versus

Mac CALLUM RIENHOFF, et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of January, 1960, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

JUDGE.

1960 JAN-7 [illegible]

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 66

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1960

We hereby certify, that the annexed Order Nisi Sale Eq. 10,833 Francis Colston Rienhoff Lot No. 18 $5,350.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of January, 1960. The first insertion being made the 3rd day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1960 JAN -6

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Reinhoff, his mother and next friends, Complainants

vs.

MAC CALLUM REINHOFF, et al Defendants

Ordered, this 24th day of November, 1959, That the sale of the Lot 18 as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Henry J. Roman and Stefan J. Roman, and reported by GEORGE W. BAKER, JR., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of January next.

The report states that the amount of sale was $5,350.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-22

No. M.G. 12518

211

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend
Complainant

vs.

MAC CALLUM RIENHOFF,

HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife

and

WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife
Defendants

LIBER 131 PAGE 67

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 10,833

. . . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that, after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. 1 as shown on the Plat of Windmill Point (heretofore filed and approved herein on March 9, 1954), together with the improvements thereon, at private sale to Paul S. Saglietto and Wilma J. Saglietto, his wife, for the sum of Twenty Nine Thousand Dollars ($29,000.00) as per contract dated October 19, 1959 attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property. Attached hereto is a consent to said sale and to an immediate ratification thereof, signed by all of the parties in interest in these proceedings, all being of full legal age. The terms of said sale as set forth in said contract are Two Thousand Dollars ($2,000.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the

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PLUMMER
& BAKER

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sale, the unpaid portion to bear interest from the date of ratification.

George W. Baker, Jr. Trustee

George W. Baker, Jr. Trustee

LIBER 131 PAGE 68

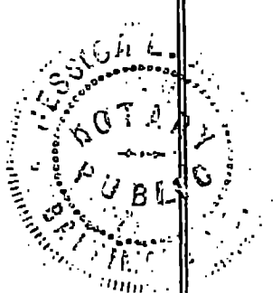
STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 26 day of November, 1959, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sales therein reported were fairly made.

Jessica L. Brown

Notary Public



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PLUMMER
& BAKER

213

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend, Complainant	:	IN THE
vs.	:	CIRCUIT COURT
MAC CALLUM RIENHOFF,	:	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	
and	:	ANNE ARUNDEL COUNTY
WILLIAM FRANCIS RIENHOFF, III, and GRACE S. RIENHOFF, his wife Defendants	:	Equity No. 10,833

LIBER 131 PAGE 69

. . . . . .

CONSENT OF PARTIES IN INTEREST

The undersigned MacCallum Rienhoff, Hugh Young Rienhoff, Kathryn Rienhoff, his wife, William Francis Rienhoff, III, and Grace S. Rienhoff, his wife, Defendants in the above-entitled case, Frances Colston Rienhoff, and Frances Y. Rienhoff, mother and next friend of Francis Colston Rienhoff, (who was an infant at the time these proceedings were filed, but is now of full legal age), Complainants in the above-entitled case, being familiar with the improved property designated as Lot No. 1, Windmill Point, and with the value thereof, do hereby certify that the price for which the same was sold was a fair and adequate one and do hereby consent to the ratification of said sale for the price and on the terms set forth in the contract of sale between George W. Baker, Jr., Trustee, and Paul S. Saglietto and Wilma J. Saglietto, his wife, dated October 19, 1959, and filed with said Trustee's Report of Sale herein; and do further consent to the immediate ratification thereof.

MacCallum Rienhoff

MacCallum Rienhoff

Hugh Young Rienhoff

Hugh Young Rienhoff

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PLUMMER
& BAKER

Kathryn Rienhoff

Kathryn Rienhoff

William F. Rienhoff

William Francis Rienhoff, III

Grace S. Rienhoff

Grace S. Rienhoff

Frances Y. Rienhoff

Frances Y. Rienhoff

Francis Colston Rienhoff

Francis Colston Rienhoff

LAW OFFICES
GRIFFIN,
PLUMMER
& BAKER

215

THIS AGREEMENT OF SALE Made this 19th day of October, 1959 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and Paul S. Saglietto and Wilma J. Saglietto, his wife

hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. One (1) . . . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of . Twenty Nine Thousand . . . . . Dollars ($ 29,000.00), of which Two Thousand . . . . . Dollars ($ 2,000.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George J. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

It is expressly understood and agreed however, that subdivision I of said uniform covenants and restrictions is hereby modified, with respect to said Lot No. 1, as follows:

(a) Vendee shall have the right to subdivide said Lot No. 1 into two lots (but not more than two lots), and to maintain one private dwelling house on each of said two lots; provided however, that neither of said two lots shall contain less than seven-tenths (0.7) of an acre of land. Upon such subdivision being made, the southernmost of said two lots shall be known as Lot No. 1 A and the northernmost as Lot No. 1 B; and each of said two lots shall automatically be treated and considered as a separate lot for the purposes of the aforementioned uniform covenants and restrictions, to the same intent and purpose as if originally shown as two lots on the aforementioned plat of Windmill Point; and the full amount of the maintenance charge fixed for each lot under subdivision XI of said uniform covenants and restrictions shall be payable on each of said two lots.

(b) The large summer bungalow now situate on the northern part of said Lot No. 1 may be converted into and maintained as two apartments, but each of said two apartments shall be designed for and occupied by a single family only.

(c) The above modifications to the aforesaid uniform

LAW OFFICES
GRIFFIN,
PLUMMER
& BAKER

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covenants and restrictions apply only to Lot No. 1, and are being made due to the size of said Lot No. 1 (2.1 acres, more or less), and the size and utility of the large summer bungalow on it. Except as herein specifically and expressly provided however, all of the provisions of the aforesaid uniform covenants and restrictions shall remain in full force and effect.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Jessica L. Brown

William Isaacson

William Isaacson

(SEAL)
George W. Baker, Jr., Trustee
Vendor

(SEAL)
Paul S. Saglietto
Vendee

(SEAL)
Wilma J. Saglietto
Vendee

Vendee's Address: 4410 Bedford Place, Baltimore 12, Maryland

Tel. No. Hopkins 7-4528

LAW OFFICES
GRIFFIN,
PLUMMER
& BAKER

ORDER NISI

LIBER 131 PAGE 74

FRANCIS COLSTON RIENHOFF, Infant

by Frances Y. Rienhoff, his mother and next friend

versus Complainants

MAC CALLUM RIENHOFF, et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 12th day of December, 1959, That the sale of the Lot 1 as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale made to Paul S. Saglietto and Wilma J. Saglietto, his wife, and reported by George W. Baker, Jr., Trustee made and reported by

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

The report states that the amount of sale was $ ($29,000.00) Twenty Nine Thousand Dollars

FILED 1959 DEC 12 AM 10:59

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Complainants

versus

MAC CALLUM RIENHOFF, et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 1959

ORDERED BY THE COURT, This 19th day of January, 1960 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

JUDGE.

FILED

1960 JAN 19 PM 3:33

219

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 75

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,833

Francis Colston Reinhoff,

"Lot 1 - 29,000.00" (Insfeast)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1960. The first insertion being made the 17th day of December, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. [illegible] By A. Wightman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON REINHOFF, Infant by FRANCES Y. REINHOFF, his mother and next friend
Complainants

vs.

MAC CALLUM REINHOFF, et al
Defendants

Ordered, this 12th day of December, 1959, That the sale of the Lot 1 as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale made to Paul S. Sagiletto and William J. Sagiletto, his wife, and reported by George W. Baker, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

The report states that the amount of sale was ($29,000.00) Twenty-Nine Thousand Dollars.

GEORGE T. CROMWELL, Cerk
True Copy, TEST:
GEORGE T. CROMWELL, Cerk
J-7

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	LIBER 131 PAGE 76 IN THE
vs.	:	CIRCUIT COURT
MAC CALLUM RIENHOFF	:	
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	FOR
and	:	ANNE ARUNDEL COUNTY
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	Equity No. 10,833

. . . . .

PETITION TO AMEND REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George W. Baker, Jr., Trustee, respectfully represents:

1. That he was appointed Trustee by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings.

2. That on or about November 20, 1959, your Petitioner filed herein a Report of Sale of Lot Number 18, as shown on the plat of Windmill Point at and for the sum of $5,350.00. In said Report of Sale the purchasers were inadvertently listed as Henry J. Roman and Margaret E. Roman, whereas the actual purchasers were Henry J. Roman and Stefan J. Roman.

3. That your Petitioner filed with said Report of Sale a copy of the contract of sale dated November 13, 1959 for Lot Number 18 to Henry J. Roman and Stefan J. Roman.

4. That the Order Nisi passed thereon, and the publication thereof, showed the purchasers as Henry J. Roman and Stefan J. Roman.

1960 JAN 23

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5. That on January 6, 1960 this Honorable Court entered an Order finally ratifying and confirming said sale to Henry J. Roman and Stefan J. Roman.

6. That in order to remove any title question that may arise as a result thereof; your Petitioner believes it advisable to amend by interlineation his said Report of Sale by striking out the words "Margaret E. Roman, his wife" as they appear on lines 8 and 9 of said Report of Sale, and substituting in lieu thereof the words "Stefan J. Roman", and that said amendment may be made, nunc pro tunc, as of the time of the filing of said Report of Sale.

WHEREFORE YOUR PETITIONER PRAYS that his aforementioned Report of Sale may be amended by interlineation, nunc pro tunc, as of the time of the filing thereof by striking out the words "Margaret E. Roman, his wife" as they appear on lines 8 and 9 of said Report of Sale, and substituting in lieu thereof the words "Stefan J. Roman."

AND, AS IN DUTY BOUND, ETC.

George W. Baker, Jr., Trustee

George W. Baker, Jr., Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 22nd day of January, 1960, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Petition [redacted] are true as therein set forth and that the sale therein reported was fairly made.

Jessica L. Brown

Jessica L. Brown, Notary Public

LIBER 131 PAGE 78

No 16533 Eq.

ORDER

On the aforegoing Petition and affidavit, it is this 23rd day of January, 1960, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, ORDERED, that the Petition of George W. Baker, Jr., Trustee in these proceedings, to amend by interlineation his Report of Sale of Lot Number 18, Windmill Point heretofore filed herein on November 20, 1959, nunc pro tunc, as of the time of filing of said Report of Sale be, and it is hereby granted.

And it is further ORDERED that the Clerk of this Court make such amendment by interlineation by striking out the words "Margaret E. Roman, his wife" as they appear on lines 8 and 9 of said Report of Sale, and substituting in lieu thereof the words "Stefan J. Roman."

Benjamin Michaelson
Judge

FILED
1960 JAN 25 PM 12:10

223

In the Case of

Francis Colston Rienhoff,
Infant, etc
VS.
MacCallum Rienhoff,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,833 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

March 7, 1960

FILED
1960 MAR 11 AM 9:56

Dr. Francis Colston Rienhoff, infant, etc vs. MacCallum Rienhoff, et al in ac.

To Trustee for Commissions onCorpus, viz:				
10% of $17,230.28 - Order of 3/14/55	1,723	03		
5% of $29,000.00 - Order of 3/14/55	1,450	00	3,173	03
To Trustee for Commissions on Income, viz:				
(6% of $137.52)	8	25	8	25
To Trustee for Court costs, viz:				
Clerk of Court - additional costs to date	63	50		
Auditor - stating this account and furnishing two copies	108	00	171	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
Capital-Gazette Press - orders nisi on sales of Lots 1, 6, 7, 11 and 18	75	00		
Fidelity & Deposit Co. of Md. - 1959 bond premium	100	00		
Samuel Hoover - metal signs	38	09		
Jeannette Pugsley - notary fees	4	00		
Jessica L. Brown - notary fees	2	50		
Photostats of plats		99		
Duplicate keys to house		50		
One-half Federal and State documentary stamps - sale to Arthur Lankford, Jr.	11	55		
One-half Federal and State documentary stamps - sale to Calvin S. Smith	9	07		
One-half Federal and State documentary stamps - Paul J. Saglietto sale	47	85		
One-half Federal and State documentary stamps - sale to Henry J. Roman	12	37	313	92
To Trustee for Taxes, viz:				
1959 State and County taxes on Lots 5, 6 and 7 in Block 240	140	33		
1959 State and County taxes on Lot 1 in Block 240, and improvements	319	73		
1959 State and County taxes on Lots 8 and 11 in Block 240	123	61		
1959 State and County taxes on Lot 18 in Block 235	50	28		
1960 State and County taxes on Lots 5, 6 and 7 in Block 240	154	95		
1960 State and County taxes on Lot 1 in Block 240, and improvements	353	67		
1960 State and County taxes on Lot 18 in Block 235	55	51	1,198	08
Total Income Receipts and Refunds-$609.89				

Less:					
Trustee's Commissions as above	$ 8.25				
1959 and 1960 State and County taxes	1,198.08				
	$1,206.33				
Income account overpaid		596.44			
		$1,206.33			
Total Corpus Receipts		$47,230.28			
Less:					
Trustee's Commissions as above	$3,173.03				
Operating Expenses in re sales and transfers	485.42				
Overpayment of income as above	596.44	4,254.89			
BALANCE FOR DISTRIBUTION		$42,975.39			
Distributed as follows:					
To MacCallum Rienhoff - one-fourth			10,743	85	
To Hugh Young Rienhoff - one-fourth			10,743	85	
To William Francis Rienhoff - one-fourth			10,743	85	
To Francis Colston Rienhoff - one-fourth			10,743	84	42,975 39
					47,840 17

-225-

SCHEDULE A

Principal Payments

		$	$
Balance due on purchase price of Lot No. 8 sold to Arthur Lankford, Jr., and Wife (sale ratified 5/13/58), as shown by Auditor's Account ratified 1/29/59		1,073.70	
Principal payments as follows:			
1/14/59	$ 69.63		
2/12/59	69.98		
3/12/59	867.62		
3/16/59	66.47	1,073.70	1,073.70
Purchase price of Lot No. 7 sold to Robert C. Ruhl and wife (sale ratified 8/19/59)		7,150.00	
Principal payments as follows:			
7/2/59	$ 1,000.00		
9/21/59	2,000.00		
9/21/59	141.70		
12/1/59	89.88	3,231.58	3,231.58
Principal balance due		3,918.42	
Purchase price of Lot No. 18 sold to Henry J. Roman and Stefan J. Roman (sale ratified 1/6/60)		5,350.00	
Principal payment		500.00	500.00
Principal balance due		4,850.00	
Purchase price of Lot No. 11 sold to Calvin J. Smith and wife (sale ratified 8/19/59)		5,275.00	5,275.00
Purchase price of Lot No. 6 sold to Henry J. Roman and wife (sale ratified 1/6/60)		7,150.00	7,150.00
Purchase price of Lot No. 1 sold to Paul S. Saglietto and wife (sale ratified 1/19/60)		29,000.00	29,000.00
TOTAL CORPUS RECEIPTS			46,230.28

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SCHEDULE B

Income

Arthur Lankford, Jr., and Wife- interest on principal balances due under contract of 3/26/58:	$	$
1/14/59	5.37	
2/12/59	5.02	
3/12/59	4.67	
		15.06
Robert C. Ruhl and wife - interest on principal balances due under contract of 7/7/59:		
9/21/59	8.30	
12/1/59	60.12	68.42
Arlington Federal Savings & Loan Association - interest on Savings Account:		
6/30/59	2.00	
12/31/59	52.04	
		54.04
Total income		$ 137.52

Refunds to Income

1959 State and County taxes on Lot 8 sold to Arthur Lankford- adjusted to 7/20/59	$ 61.80	$
1959 State and County taxes on Lot 7 sold to Robert C. Ruhl -adjusted to 8/19/59	17.00	
1959 State and County taxes on Lot 11 sold to Calvin S. Smith - adjusted to 10/14/59	20.19	
1960 State and County taxes On Lot 1 sold to Paul S. Saglietto - adjusted to 1/29/60	325.18	
1960 State and County taxes on Lot 6 sold to Henry J. Roman - adjusted to 1/29/60	48.20	
Total Refunds		$ 472.37

with George W. Baker, Jr., Trustee Cr.

1960				
Jan.	26	For principal collections made by Trustee since the filing of his Report on January 16, 1959, see Schedule A hereto attached	46,230 28	46,230 28
		Income Receipts		
		See Schedule B hereto attached	137 52	137 52
		Refunds		
		See Schedule B hereto attached	472 37	472 37
		Amount in hands of Trustee retained to pay operating expenses (Order of 1/16/59), as shown in Auditor's Account ratified 3/10/59	1,000 00	1,000 00

ORDER NISI LIBER 131 PAGE 85

Francis Colston Rienhoff,
Infant, etc.
VERSUS
MacCallum Rienhoff,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,833 Equity.

ORDERED, This 11th day of March, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of 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 18th day of April next.

George T. Cromwell Jr.

FILED
1960 MAR 11 AM 9:56

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of April, 1960, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED
1960 APR 19 PM 2:15

ORDER NISI

VERSUS

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. Equity.

ORDERED, This day of, 19, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of, 19, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 86

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant, etc.

VERSUS

MacCALLUM RIENHOFF, et al

Ordered, this 11th day of March, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED A N D CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of April next.

GEORGE T. CROMWELL, Clerk

TRUE COPY, TEST:

GEORGE T. CROMWELL, Clerk

M-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1960

We hereby certify, that the annexed

Order Nisi Eq. 10,833

Auditor's Account

Francis Colston Rienhoff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of April, 1960. The first insertion being made the 17th day of March, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

APR -5 AM 9:42

No. M. G. 140-4-1960

230

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	LIBER 131 PAGE 87 IN THE
vs.	:	CIRCUIT COURT
MAC CALLUM RIENHOFF	:	
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	FOR
and	:	ANNE ARUNDEL COUNTY
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	Equity No. 10,833

-oOo-

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Five (5) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954) to Dr. Albert L. Mooney and Ella M. Mooney, his wife, at private sale, for the sum of Seven Thousand Three Hundred and Fifty Dollars ($7,350.00) as per contract dated October 29, 1960, attached hereto as a part hereof, and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in this case. The terms of said sale as set forth in said contract are Seven Hundred Fifty Dollars ($750.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of this sale, the unpaid portion to bear interest from the date of ratification.

George W. Baker, Jr., Trustee

George W. Baker, Jr., Trustee

LAW OFFICES
GEORGE W. BAKER, JR.
SARATOGA 7-2468

421

STATE OF MARYLAND:

CITY OF BALTIMORE: LIBER 131 PAGE 88

I HEREBY CERTIFY that on this 8th day of November, 1960, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Joan A. Adams
Notary Public

LAW OFFICES
GEORGE W. BAKER, JR.
SARATOGA 7-2468

232

X

THIS AGREEMENT OF SALE Made this 29th day of October, 1960 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and Albert L. Mooney and Ella M. Mooney, his wife

LIBER 131 PAGE 89

hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. Five (5) . . . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of . Seven Thousand Three Hundred Fifty. . . . . Dollars ($ 7,350.00), of which Seven Hundred Fifty . . . . . Dollars ($ 750.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

FILED

1960 NOV 12 AM 11:49

233

to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Joan A. Spurrier — George W. Baker, Trustee (SEAL)
George W. Baker, Jr., Trustee
Vendor

Bernard R. Smith, Jr. — Albert L. Mooney (SEAL)
Albert L. Mooney
Vendee

Bernard R. Smith, Jr. — Ella M. Mooney (SEAL)
Ella M. Mooney
Vendee

Vendee's Address: 1139 Avenue B, Perry Point, Maryland

Tel. No. MIdway 2-2939

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ORDER NISI

LIBER 131 PAGE 91

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 12th day of November, 1960, That the sale of the Lot No. 5, as shown on the Plat of "Windmill Point" heretofore ~~made and reported by~~ filed herein, at private sale, made to Albert L. Mooney and Ella M. Mooney, his wife, and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

The report states that the amount of sale was $ Seven Thousand Three Hundred Fifty ($7,350.00) Dollars

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF, 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 Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1960 DEC 20 PM 2:46

235

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 92

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity
FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend
versus
MAC CALLUM RIENHOFF, et al

Ordered this 12th day of November, 1960, That the sale of the Lot No. 5, as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Albert L. Mooney and Ella M. Mooney, his wife, and reported by George W. Baker, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three succesive weeks before the 19th day of December next.

The report states that the amount of sale was Seven Thousand Three Hundred Fifty ($7,350.00) Dollars.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq 10,833
Francis Colston Rienhoff

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. 17239 By W. Tilghman

FILED
1960 DEC 15 PM 1:23

236

In the Case of

Francis Colston Rienhoff,
Infant, etc.
vs.
MacCallum Rienhoff,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,833 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Ecklund
Auditor.

May 1, 1961

FILED
1961 MAY -4 PM 2:47

All of which is respectfully submitted.

Auditor.

Dr. Francis Colston Rienhoff, Infant, etc. vs. MacCallum Rienhoff, et al in ac.

To Trustee for Commissions on Corpus, viz:			
10% of $16,118.42 - order 3/14/55	1,611	84	
To Trustee for Commissions on Income, viz:			
6% of $591.19 - Order 3/14/55	35	47	1,647 31
To Trustee for Court costs, viz:			
Clerk of Court - final Court costs	17	25	
Auditor - stating final account and two copies	54	00	71 25
To Trustee for Expenses, viz:			
Capital-Gazette Press - order nisi on final account	12	00	
Capital-Gazette Press - order nisi (Sale of Lot No. 5)	15	00	
Fidelity & Deposit Company of Md. - 1960 bond premium	100	00	
Fidelity & Deposit Company of Md. - 1961 bond premium	100	00	
One-half Federal documentary stamps (Lot No. 18)	3	03	
One-half State documentary stamps (Lot No. 18)	6	05	
One-half Federal documentary stamps (Lot No. 5)	4	13	
One-half State documentary stamps (Lot No. 5)	8	25	
Jessica Brown - notary fee		50	
Joan Adams - notary fees	1	00	249 96
To Trustee for Taxes, viz:			
1961 State and County taxes on Lots 7 and 18	166	60	166 60
Total Income Receipts and Refunds - $864.95			

Less:				
Trustee's Commissions as above	$ 35.47			
1961 State and County taxes	166.60			
		202.07		
		662.88		
BALANCE FOR DISTRIBUTION				
Distributed as follows:				
To MacCallum Rienhoff - one-fourth			165 72	
To Hugh Young Rienhoff - one-fourth			165 72	
To Wm. Francis Rienhoff - one-fourth			165 72	
To Francis Colston Rienhoff - one-fourth			165 72	662 88
Total Corpus Receipts	$ 16,118.43			
Less:				
Trustee's Commissions as above	$1,611.84			
Operating Expenses in re sales and transfers	321.21	1,933.05		
BALANCE FOR DISTRIBUTION	$14,185.37			
Distributed as follows:				
To MacCallum Rienhoff - one-fourth			3,546 34	
To Hugh Young Rienhoff - one-fourth			3,546 34	
To Wm. Francis Rienhoff - one-fourth			3,546 34	
To Francis Colston Rienhoff - one-fourth			3,546 35	14,185 37
				16,983 37

SCHEDULE A

Balance due on purchase price of Lot No. 7 sold to Robert C. Ruhl and wife (sale ratified 8/19/59) as shown by Auditor's Account ratified 4/19/60		3,918.42	
Principal payments as follows:			
3/4/60	$ 39.58		
6/10/60	131.83		
9/9/60	93.81		
12/9/60	95.22		
2/24/61	3,557.98	3,918.42	3,918.42
Balance due on purchase price of Lot No. 18 sold to Henry J. Roman and Stefan J. Roman (sale ratified 1/6/60), as shown by Auditor's Account ratified 4/19/60		4,850.00	
Principal payments as follows:			
3/31/60	$ 232.10		
5/1/60	276.91		
6/10/60	278.30		
8/4/60	260.28		
4/13/61	3,802.41	4,850.00	4,850.00
Purchase price of Lot No. 5 sold to Albert L. Mooney and wife (sale ratified 12/30/60)		7,350.00	7,350.00
Total Corpus Receipts			$ 16,118.42

SCHEDULE B

Income

Robert C. Ruhl and Wife - interest on principal balances due under contract of 7/7/59:		
3/4/60	58.77	
6/10/60	58.17	
9/9/60	56.19	
12/9/60	54.78	
2/24/60	51.37	
		279.28
Henry J. Roman and Stefan J. Roman - inderest on principal balances due under contract of11/13/59:		
3/31/60	67.90	
5/1/60	23.09	
6/10/60	21.70	
8/4/60	39.72	
4/13/61	159.50	311.91
Total income		591.19

Refunds to Income

1960 State and County taxes on Lot 18	55.51	
1961 State and County taxes on Lot 18	79.02	
1960 State and County taxes on Lot 7	51.65	
1961 State and County taxes on Lot 7	87.58	
Total Refunds		273.76

with George W. Baker, Trustee Cr.

1961							
Apr.	26	For principal collections made by Trustee since the filing of his Sixth Account on 3/1/60, see Schedule A hereto attached	16,118	42	16,118	42
		Income Receipts					
		See Schedule B hereto attached	591	19	591	19
		Refunds to Income					
		See Schedule B hereto attached	273	76	273	76
					16,983	37

LIBER 131 PAGE 99

ORDER NISI

Francis Colston Rienhoff,
Infant, etc
VERSUS
MacCallum Rienhoff,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,833 Equity.

ORDERED, This 4th day of May, 19 61, That the FINAL ~~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

1961 MAY 24 PM 2:47

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 JUNE 13

D. Bruce Duckett

No. Equity.

ORDERED, This day of 19 That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of, 19, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

OFFI` OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 100

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30 19 61

We hereby certify, that the annexed

Order Nisi Eq. 10,833

Final Auditor Account

Francis Colston Rienhoff

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, 19 61. The first insertion being made the 11th day of May, 19 61.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY 31 PM 3:29

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,833 Equity
FRANCIS COLSTON RIENHOFF, Infant, etc.

versus

MacCALLUM RIENHOFF, et al

Ordered, this 4th day of May, 1961, That the Final 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

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-25

No. M. C. 10,833 243

LIBER 131 PAGE 101

Equity
14,781

HALETHORPE BUILDING AND LOAN ASSOCIATION OF BALTIMORE COUNTY	*	IN THE
	*	
VS.		CIRCUIT COURT FOR
	*	
EDWARD G. BROWN and HELEN D. BROWN, his wife,	*	ANNE ARUNDEL COUNTY

* * * * *

MR. CLERK:-

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, the same being a mortgage from the Defendants to the Plaintiff, dated April 8th, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1195, folio 561.

John B. Rowe

Attorney for Plaintiff
2 E. Lexington Street
Baltimore 2, Maryland
PLaza 2-6897

FILED

1959 FEB 14 AM 10:17

LIBER 131 PAGE 102
LIBER 1195 PAGE 561

14,221
Equity

This Mortgage, Made this 8th day of April

in the year one thousand nine hundred and fifty-eight between

EDWARD G. BROWN and HELEN D. BROWN, his wife,

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

HALETHORPE BUILDING & LOAN ASSOCIATION

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Seven Thousand Eight Hundred ($7,800.00) - - - - - - - - - - - - - - - - - Dollars

on Sixty (60) - - - - - - - - - - - share s of stock, 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 Mortgagors

do grant unto the said Mortgagee

and its successors and assigns, all those lots

pieces or parcels of ground situate and lying in the County of Anne Arundel, State of Maryland,

[illegible].

and described as follows:

BEING and comprising Lots Nos. 11, 12 and 13 in Section 15 as shown on the Plat of Portworth, in Anne Arundel County, formerly known as Green Haven, Armiger Addition, which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book WNW No. 3 folio 59, etc.

BEING the same lots of ground described in Deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto from William Joseph Buck and wife to the within named Mortgagors.

Plaintiff's Exhibit No. 1.

FILED

1961 FEB 14 AM 10:18

2

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

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

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said Mortgagee its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of Twenty-five (25) cents on each of said Sixty (60) - - - shares of stock as dues, until the combined payment of dues shall amount to One Hundred Thirty (130.00) - - - - - - - - Dollars for each of said Sixty (60) - - - shares, and also to pay weekly, the sum of Fifteen (15) - - - - - - - - - - - - - - cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Thirty (130.00) - - - - dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of THREE (3) Dollars and 35/100 cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or JOHN B. ROWE, 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 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 ($75.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Naomi K. Binko

Naomi K. Binko /

Edward G. Brown (SEAL)
Edward G. Brown

Helen D. Brown (SEAL)
Helen D. Brown

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 8th day of April in the year one thousand nine hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared EDWARD G. BROWN and HELEN D. BROWN, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Agent of the within body corporate, Mortgagee - - - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth, and that he is the duly appointed Agent for the said body corporate, and is authorized to make this affidavit.

Rec'd for record Apr 10 1958 at 11.54 A.M.

Mailed to Rowe, Rowe & Nick

Naomi K. Binko, Notary Public

4

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

Equity 14,221

LIBER 131 PAGE 105

IN THE

CIRCUIT COURT ~~No. 2~~

FOR ~~OF~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

HALETHORPE BUILDING & LOAN ASSOCIATION, INC.

vs.

EDWARD G. BROWN and HELEN D. BROWN, his wife,

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

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

J. MORGAN E. WRIGHT, Secretary of Halethorpe B/L Assoc., Inc.

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

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

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

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

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

J. Morgan E. Wright
Affiant.
J. MORGAN E. WRIGHT

Subscribed and sworn to before me

this 30th day of JANUARY 1961.

Barbara F. Yeager
Notary Public

FILED

1961 FEB 14 AM 10:13

6

STATEMENT OF MORTGAG CLAIM

LIBER 131 PAGE 106

HALETHORPE BUILDING AND LOAN ASSOCIATION OF BALTIMORE COUNTY

vs.

EDWARD G. BROWN and HELEN D. BROWN, his wife

DOCKET ..... FOLIO 5
CASE NO. 14,221 Equity
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Amount of principal of mortgage dated April 8th, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1195, folio 561	$7,800.00
Interest on unpaid balance from May 16th, 1960 to January 16th, 1961	$ 277.05
Amount of overpaid Property Expense Account	$ -
	8,077.05
Credits:-	
Amount paid on account of principal	$1,160.47
Unpaid balance of mortgage debt	$6,916.58

NOTE:- Plus interest from Jan.17,1961 to date of ratification of Auditor's Account.

J. Morgan E. Wright, Sec'y

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of January in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for ~~said City of~~ County of Baltimore, personally appeared J. MORGAN E. WRIGHT, Secretary of Halethorpe Building and Loan Association of Baltimore County

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.

Barbara G. Yeager
Notary Public.

FILED
1961 FEB 14 AM 10:18

7

Attorney's Bond. 1-369

LIBER 131 PAGE 107 330621

NEW AMSTERDAM CASUALTY COMPANY

LIBER 10 PAGE 520

227 ST. PAUL STREET, BALTIMORE, MD

60 JOHN STREET, NEW YORK, N. Y.

No. 14221 Equity

Know All Men by These Presents:

That we John B. Rowe - #2 E. Lexington Street, 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 EIGHT THOUSAND AND 00/100 ($8,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 2nd day of March in the year nineteen hundred and sixty-one

Whereas, the above bounden John B. Rowe by virtue of the power contained in a Mortgage from Edward G. Brown and Helen D. Brown to the Halethorpe Building and Loan Association of Baltimore County bearing date the 8th day of April nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1195, Folio 561, 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.

Now the Conditions of this Obligation are Such, That if the above bounden John B. Rowe 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

Harold M. Vick
As to Surety:

M. S. Kraus

John B. Rowe (Seal)
John B. Rowe

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 7th day of March, 1961

George T. Cromwell, Clerk

14,221

ROWE, ROWE AND VICK
2 E. Lexington Street
Baltimore 2, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

SITUATE ON THE WESTERLY SIDE OF OVERLAND AVENUE, HIGH POINT, PART OF PLAT OF GREEN HAVEN, ARMIGER ADDITION, THIRD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the Power of Sale contained in a mortgage from Edward G. Brown and wife to Halethorpe Building and Loan Association of Baltimore County, dated April 8th, 1958, and recorded among the Land Records of said County in Liber GTC No. 1195, folio 561, (Default having occurred thereunder) the undersigned, the Attorney named in mortgage, will sell at Public Auction on the premises,

Tuesday, Mar. 14, 1961
at Three o'clock P. M.

All those pieces or parcels of ground situate and lying in Anne Arundel County. — BEING and comprising Lots Nos. 11, 12 and 13 in Section 15 as shown on the Plat of Portworth, in Anne Arundel County, formerly known as Green Haven, Armiger Addition, which Plat is recorded among the Land Records of Anne Arundel County, Plat Book WNW No. 3, folio 59, etc., now Plat Book No. 4, folio 42 (formerly filed in Plat Cabinet 1, Rod M, Plat No. 9), Said lots being located at the corner of Overland Avenue and Robert Avenue, and having a combined frontage on the Westerly side of Overland Avenue of about 100 feet, with a depth westerly of about 100 feet.

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

IMPROVED by a concrete block dwelling.

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

No.

TERMS OF SALE: — A cash deposit of $500 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Anne Arundel County Sanitary Commission District Charges, if any, to be adjusted to day of sale.

9

JOHN B. ROWE
Attorney named in Mortgage
T.C.W. HOBBS & CO.
Auctioneers

M-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed Mortgage Sale Edward G. Brown

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 MAR 14 [illegible]

By H. Tilghman

HALETHORPE BUILDING AND LOAN ASSOCIATION OF BALTIMORE COUNTY

VS.

EDWARD G. BROWN and HELEN D. BROWN, his wife

* IN THE

* CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY

* IN EQUITY

* * * * * No. 14221 Eq.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of JOHN B. ROWE, Attorney named in the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Attorney named in Mortgage, did, pursuant to said notice, on Tuesday, March 14th, 1961, at 3 o'clock p.m. attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto Halethorpe Building and Loan Association of Baltimore County, at and for the sum of Forty-nine Hundred (4900.00) Dollars; the said purchaser at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

John B. Rowe

John B. Rowe, Attorney named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOHN B. ROWE, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

1961 MAR 18 AM 10:12

Barbara G. Yeager, Notary Public

10

ORDER NISI

LIBER 131 PAGE 110

HALETHORPE BUILDING AND LOAN ASSOCIATION OF BALTIMORE COUNTY

versus

EDWARD G. BROWN and HELEN D. BROWN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,221 Equity

Ordered, this 18th day of March, 1961, That the sale of the Property in these proceedings mentioned, made and reported by John B. Howe, 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 $4,900.00

FILED 1961 MAR 18 AM 10:12

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HALETHORPE BUILDING AND LOAN ASSOCIATION OF BALTIMORE COUNTY

versus

EDWARD G. BROWN and HELEN D. BROWN, 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. Bruce Duckett

JUDGE.

FILED

1961 APR 25 PM 1:50

//

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 111

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,221 Equity
HALETHORPE BUILDING AND LOAN ASSOCIATION OF BALTIMORE COUNTY
versus
EDWARD G. BROWN and HELEN D. BROWN, his wife

Ordered, this 18th day of March, 1961, That the sale of the Property in these proceedings mentioned, made and reported by John B. Rowe, 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 $4,900.00.

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 14,221 Edward G. Brown 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. 19986 1961 APR 17 AM 11:58 By H. Tilghman

LIBER 131 PAGE 112

In the Case of

Halethorpe Building and Loan Association of Baltimore County

vs.

Edward G. Brown

and

Helen D. Brown, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,221 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. Dahlenburg
Auditor.

May 5, 1961

FILED

1961 MAY 16 AM 9:42

Dr. in ac.

Halethorpe Building and Loan Association of Baltimore County vs.
Edward G. Brown and Helen D. Brown, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	177	98	252	98
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	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		
The Sun - advertising sale	11	20		
New Amsterdam Casualty Co.-bond premium	32	00		
T.C.W. Hobbs - auctioneer's fee	50	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Barbara G. Yeager - notary fees	1	50	196	47
To Attorney for Taxes, viz:				
1961 State and County taxes - 2 months 14 days ($173.98)	36	24	36	24
To Attorney for Benefit Charges, viz:				
1961 water and sewer benefit charges ($35.00) - adjusted to 3/14/61	7	29		
Metered water to 2/1/61	17	70	24	99
To Halethorpe Building & Loan Ass'n of Baltimore County, mortgagee - this balance on account mortgage claim	4,370	49	4,370	49
			4,932	67
Amount of mortgage claim filed	6,916	58		
Interest @ 6% thereon from 1/16/61 to 6/16/61 - 5 months	172	91		
	7,089	49		
Cr. Amount allowed above	4,370	49		
Balance subject to decree in personam	2,719	00		

14

with

John B. Rowe, Attorney named in Mortgage

Cr.

1961				
Mar.	14	Proceeds of Sale	4,900 00	
		Interest on deferred payment to 4/24/61 - 1 month 10 days	32 67	4,932 67
				4,932 67

ORDER NISI

Halethorpe Building and Loan Association of Baltimore County

VERSUS

Edward G. Brown

and

Helen D. Brown, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,221 Equity.

ORDERED, This 16th 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 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

FILED 1961 MAY 16 AM 9:43

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 12:13

O. Bruce Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 116

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order Nisi - Anne Arund. Eq. 14,221

Edward G. Brown

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. 14,221 Equity

Halethorpe Building and Loan Association of Baltimore County

versus

EDWARD G. BROWN and HELEN D. BROWN, his wife

Ordered, this 16th 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

No. M.G. 212 90

1961 JUN -6 PM 1:58

17

LIBER 131 PAGE 117

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Donald E. Shindledecker and	*	ANNE ARUNDEL COUNTY
Mildred B. Shindledecker, his wife	*	Equity No. 4234

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

FILED

1961 FEB 21 AM 9:50

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

bln

LIBER 131 PAGE 118

LIBER 1017 PAGE 588

No. 14,234 Equity

THIS MORTGAGE, Made this 16th day of April - - - -, in the year one thousand nine hundred and fifty-six , between DONALD E. SHINDLEDECKER and MILDRED B. SHINDLEDECKER, 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 Sixty-five Hundred ($6500.00) -Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-five ($55.00) Dollars - - - - - - - - - - - - - - - commencing on the tenth - - - day of May - - -, 1956 and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - - -lot s of ground situate and lying in the Third Election District of Anne Arundel County, Maryland - - , and described as follows:

BEING known and designated as Lots Numbered Thirty-five (35), Thirty-six (36), Thirty-seven (37), and Thirty-eight (38), in Block S, on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11, now Plat Book 2, folio 19.

BEING the same lots of ground which by Deed dated March 7th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 670, folio 290, were granted and conveyed by Samuel I. Weber, Jr. and Christine V. Weber, his wife, to the within named mortgagors.

FILED

1956 FEB 21 AM 9:50

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

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 lots 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-

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the tenth - - - - - - - - - - - - - - - - - day of each and every month the sum of Twelve ($12.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either 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 accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its 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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

sale, shall be under the provisions of Artiole LXVI of the Public General Laws of Maryland or under any other General or Looal 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 inoident to such sale, inoluding a fee of Fifty ($50.00) Dollars to the attorney oonducting 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 deoree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its suooessors 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 exeoute suoh further assurances as may be reqquisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt (signature)
Betty Lou Vogt

Donald E. Shindledecker (signature) (SEAL)
Donald E. Shindledecker

Mildred B. Shindledecker (signature) (SEAL)
Mildred B. Shindledecker

______________________(SEAL)

______________________(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1017 PAGE 592

I HEREBY CERTIFY, that on this 16th day of April - - , 1956 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Donald E. Shindledecker and Mildred B. Shindledecker, his wife -

known to me (or satisfactorily proved) to be the person whose name s are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt (signature)
Betty Lou Vogt Notary Public

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

My Commission Expires May 6th, 1957.

Rec'd for record April 18 1956 at 9:44 A.M.

Mailed to Mezger & Mezger

5

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

17952

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 14th day of February, 1961.

ATTEST:

E. Jane Rusinek

E. Jane Rusinek

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, President

5M—6-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

ARUNDEL FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BALTIMORE CITY

TO

H. ALLEN MEZGER, ASSIGNEE

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record ..... 19..

at ..... o'clock ..... M. Same day

recorded in Liber ..... No. .....

Folio ..... etc., one of the .....

Records of ~~Baltimore County~~ Anne Arundel County, and examined.

Per

..... Clerk.

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4th FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE - 1, MD.

RECORD FOR RECORD IN AND RECORDS OF ANNE ARUNDEL COUNTY 1961 FEB 15 AM 9:02 & RECORDED IN LIBER GTC NO. 1017 FOLIO 590 GEO. T. CROMWELL CLERK

LIBER 131 PAGE 123

H. Allen Mezger, Assignee

VS

Donald E. Shindledecker
and
Mildred B. Shindledecker, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 14234

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 6500.00
Less - Total amount paid on account of Principal	$1112.49	
Less - Credit Expense Account	50.99	1163.48
Net Balance	$1163.48	$ 5336.52
Plus accumulated interest to February 28th, 1961 (with interest thereafter at rate of 6% per annum)		26.94
Total Amount of Mortgage Indebtedness		$ 5363.46

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 the 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 CO.

FILED

1961 FEB 21 AM 9:50

7

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

LIBER 131 PAGE 124

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

H. ALLEN MEZGER, Assignee

vs.

DONALD E. SHINDLEDECKER and

MILDRED B. SHINDLEDECKER, his wife

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

Eq #14234

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 knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

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

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

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 16th day of March 1961

Gary S. Wase

Gary S. Wase *Notary Public*

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 MAR 18 AM 9:30

8

Jud. 14042.

Assignee's ~~MORTGAGEE OF MORTGAGOR'S~~ BOND

LIBER 131 PAGE 125 No. 14234

Know all Men by these Presents:

LIBER 10 PAGE 529

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 Five Thousand Four Hundred and No/100 - - - - - - - ($5,400.00) - - *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* 20th *day of* March *in the year of our Lord nineteen hundred and* sixty-one

WHEREAS, the above bounden H. Allen Mezger

by virtue of an assignment of *a power contained in mortgage from* Donald E. Shindledecker and Mildred B. Shindledecker, his wife

to Arundel Federal Savings & Loan Association of Baltimore City

dated April 16, 1956 *and recorded in Liber* GTC *No.* 1017 *folio* 588 *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]

[SEAL]

MARYLAND CASUALTY COMPANY

By A. Robinson Cohee

A. Robinson Cohee, Jr., Attorney-in-Fact

ATTEST:

Carol Armstrong

Carol Armstrong

FILED

1961 MAR 18 AM 9:30

Bond approved this 18 day of March 1961

George T. Cromwell, Clerk

H. ALLEN MEZGER, Assignee	*	IN THE
vs.	*	CIRCUIT COURT
DONALD E. SHINDLEDECKER and MILDRED B. SHINDLEDECKER, his wife	*	FOR ANNE ARUNDEL COUNTY Equity # 14234
	*	

* * * * * * *

CERTIFICATION

We hereby certify, that on the Twenty-fourth day of March, 1961, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City the Fee simple property described as follows:

BEING known and designated as Lots Numbered Thirty-five (35), Thirty-six (36), Thirty-seven (37), and Thirty-eight (38), in Block S. on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W No. 2, folio 11, now Plat Book 2, folio 19.

at and for the price of Five Thousand Five Hundred ($5,500.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

E. T. NEWELL & CO., INC., AUCTIONEERS

By: _____
John M. Miller, Jr., President

I/we hereby certify that I/we purchased the above described property at and for the price of Fifty-five Hundred ($5500.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Henry C. Bourke, Jr., its Treasurer.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: _____
Henry C. Bourke, Jr., Treasurer

FILED

1961 MAR 28 AM 9:53

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

10

H. ALLEN MEZGER, Assignee	*	IN THE
vs.	*	CIRCUIT COURT
DONALD E. SHINDLEDECKER and MILDRED B. SHINDLEDECKER, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY Equity #14234
	*	

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Donald E. Shindledecker and Mildred B. Shindledecker, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Donald E. Shindledecker and Mildred B. Shindledecker, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated April 16th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1017, folio 588, which mortgage was then duly assigned on February 16th, 1961 to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by Advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, March 24th, 1961, at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Five Thousand Five Hundred ($5500.00 Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

FILED

1961 MAR 28 AM 9:53

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

11

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th 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, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase Notary Public

My Commission Expires May 1st, 1961.

GARY S. W... BALTIMORE

ORDER NISI

LIBER 131 PAGE 129

H. ALLEN MEZGER, Assignee

versus

DONALD E. SHINDLEDECKER and
MILDRED B. SHINDLEDECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,234 Equity

Ordered, this 28th day of March, 1961, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

The report states that the amount of sale was $5,500.00.

Filed Mar.28,1961

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

DONALD E. SHINDLEDECKER and
MILDRED B. SHINDLEDECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of May, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1961 MAY -2 PM 1:54

13

MEZGER & MEZGER
ATTORNEYS
200 West Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A one story frame dwelling situate 119 The Greenway, Marley Park, Third Election District, Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the mortgage dated April 16th, 1956, from Donald E. Shindledecker and Mildred B. Shindledecker, his wife said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1017 folio 588, 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 24th, 1961 AT 3 P.M. O'CLOCK

the following described property:

BEING known and designated as Lots Numbered Thirty-five (35), Thirty-six (36), Thirty-seven (37), and Thirty-eight (38), in Block S; on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W No. 2, folio 11, now Plat Book 2, folio 19.

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale: balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER,
Assignee

E. T. NEWELL & CO., INC.,
Auctioneers. M-28

14

OFFICE OF

14,234

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 130

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Assignee's Mortgage Sale

Donald E. Shindledecker

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED 1961 MAR 29 AM 8:56

Jud. 14042.
Additional Assignee's
~~MORTGAGEE'S ATTORNEY'S~~ BOND

LIBER 10 PAGE 547

No. 14234 Equity

LIBER 131 PAGE 131

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, Additional are held and firmly bound unto the State of Maryland, in the ~~full and just~~ sum of One Hundred and No/100 - - - - - - - - - - - - - - - - ($100.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of March 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 Donald E. Shindledecker and Mildred R. Shindledecker

to Arundel Federal Savings & Loan Association of Baltimore City

dated April 16, 1956 and recorded in Liber GTC No. 1017 folio 588 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

by assignment of power is about to execute the power vested in him/in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Florence E. Hill
Florence E. Hill

H. Allen Mezger [SEAL.]
H. Allen Mezger

[SEAL.]

MARYLAND CASUALTY COMPANY
By G. Robinson Cohee, Jr.
A. Robinson Cohee, Jr., Attorney-in-Fact

ATTEST:
Carol Armstrong
Carol Armstrong

Additional
Bond approved this 1 day of April, 1961
George T. Cromwell, Clerk

FILED
1961 APR -1 AM 10:53

15

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 132

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,234 Equity
H. Allen Mezger, Assignee
versus
DONALD E. SHINDLEDECKER
and
MILDRED B. SHINDLEDECKER
his wife

Ordered, this 28th day of March, 1961, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

The report states that the amount of sale was $5,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,234

Donald E. Shindledecker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of May, 1961. The first insertion being made the 30th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 20109 1961 MAY -1 AM 10:46 By H. Tilghman

16

LIBER 131 PAGE 133

In the Case of

H. Allen Mezger,
Assignee,
vs.
Donald E. Shindledecker
and
Mildred R. Shindledecker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,234 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

May 10, 1961

FILED

1961 MAY 15 PM 12:51

Dr. H. Allen Mezger, Assignee vs. Donald E. Shindledecker and Mildred B. Shindledecker, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	195	00	245	00
To Assignee 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 Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	60		
E.T. Newell & Co.,Inc.- auctioneer's fee	50	00		
Maryland Casualty Co. - bond premiums	22	00		
Clerk of Court - recording assignment	2	00		
One-half Federal documentary stamps	3	07		
One-half State documentary stamps	6	15		
Gary D. Wase - notary fees	1	50	182	32
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,102	93	5,102	93
			5,585	25
Amount of mortgage claim filed	5,363	46		
Interest @ 6% on principal balance of $5,336.52 from 2/28/61 to 6/15/61 - 3 months 15 days	93	39		
	5,456	85		
Cr. Amount allowed above	5,102	93		
Balance subject to decree in personam	353	92		

with H. Allen Mezger, Assignee

			Dr.	Cr.
1961				
Mar.	24	Proceeds of Sale	5,500 00	5,500 00
		Refund 1961 State and County taxes ($110.80) - 9 months 7 days	85 25	85 25
				5,585 25

19

ORDER NISI LIBER 131 PAGE 136

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

H. Allen Mezger,
Assignee

VERSUS

Donald E. Shindledecker
and
Mildred B. Shindledecker, his wife No. 14,234 Equity.

FILED
1961 MAY 15 PM 2:20

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 12:11

O Brice Duckett

=0

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 137

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order Nisi Circuit Court Eq. 14,234

Donald E. Shindledecker

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. 14.234 Equity
H. ALLEN MEZGER, Assignee
versus
DONALD E. SHINDLEDECKER, and
MILDRED B. SHINDLEDECKER, 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
JUN -6 PM 1:59

No. M. C. 21292 1961

21

GEORGE B. BROOKS and FLORETTA BROOKS, his wife 2508 Hollins Ferry Road Baltimore 30, Maryland	*	IN THE CIRCUIT COURT
Complainants	*	
VS.	*	OF
SARAH E. WATKINS and EMANUEL HILL WATKINS, a minor 433 E. 22nd Street Baltimore 18, Maryland	*	ANNE ARUNDEL COUNTY IN EQUITY
Defendants	*	No. 14367

BILL FOR PARTITION OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Complainant, George B. Brooks and Floretta Brooks, his wife, by their Solicitors, Nicholas and Gosnell, complain of Sarah E. Watkins andEmanuel Hill Watkins, a minor, Defendants herein as follows:

FIRST

THAT the Complainant, George B. Brooks, and one Marion Watkins, now deceased, were the owners, as tenants in common of some five (5) acres of land, more or less, located at Magothy Park Beach in the Third Election District of Anne Arundel County, Maryland, as is evidenced by Deed bearing date of November 25, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 81, Folio 356, from the Magothy Park and Development Company to Marion Watkins and the said George B. Brooks (A certified copy of said Deed is filed herewith, marked Complainants Exhibit No. 1)

SECOND

THAT the said Marion Watkins departed this life intestate at Baltimore City on January 5, 1959, leaving to survive him as his only

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1961 MAY -5 AM 11:03

heirs at law and next of kin, his widow, Sarah E Watkins, one of the Defendants herein, and his son, Emanuel Hill Watkins, a minor, who was born December 30, 1946, the other Defendant herein.

THIRD

THAT the said minor, Emanuel Hill Watkins, resides with his mother, Sarah E. Watkins, the other Defendant herein, at 433 E. 22nd Street, Baltimore City.

FOURTH

THAT the Estate of the said Marion Watkins has bee duly and fully administered in the Orphans Court of Baltimore City, Docket No. 85, folio 63, Case No. 72494, and all inheritance and other taxes paid thereon, as well as upon the real estate which is the subject of this proceeding, in accord with the Real Inventory filed in the said Orphans Court of Baltimore City.

FIFTH

THAT while the entire tract ofland of five (5) acres, more or less, owned by your Complainant and the heirs at law of the said Marion Watkins, deceased, had never been divided or partitioned between them, it was understood and agreed that the Eastern portion of said land was owned by your Complainant, while the Western portion was owned by the said Marion Watkins, and in accord with such agreement, your Complainant has erected a dwelling on the Eastern portion of said land, while the Western portion of said land is unimproved.

SIXTH

THAT the Complainant, George B. Brooks has agreed with the Defendant, Sarah E. Watkins, that it would be desirable and advisable to partition and divide the saidland, and in accord with such agreement,

the parties have had a survey made of the said land by Edward Hall III, Registered Surveyor of Annapolis, Maryland, and have divided the land one-half to George B. Brooks and one-half to Sarah E.Watkins and Emanuel Hill Watkins, and attached herewith and marked Complainants Exhibit No. 2 is a copy of such Survey.

SEVENTH

THAT your Complainant avers that it would be to the best interest of all parties considered, and particularly to the Infant Defendant, that the said land be partitioned and divided in accord with the survey made by the said Edward Hall III, Registered Surveyor, but that the same cannot be accomplished without the aid and assistance of this Court because of the fact that the said Emanuel Hill Watkins, minor Defendant has no legal guardian.

EIGHTH

THAT your Complainant is advised that upon proper application, this Honorable Court will appoint a Guardian Ad Litem for the said Infant Defendant, Emanuel Hill Watkins, to answer this Bill of Complaint and also that this Honorable Court will appoint a Trustee to make, execute and deliver a proper Deed of partition, conveying to your respective parties herein, their respective interest in the land herein mentioned.

WHEREFORE your Petitioner prays:

(1) That this Honorable Court will pass an order appointing and designating a proper person as Guardian Ad Litem for the Infant Defendant, Emanuel Hill Watkins and to appear and answer the premises herein.

(2) THAT this Honorable Court will Order and Decree that the said tract of land comprising some five (5) acres, more or less, located at Magothy Park Beach in the Third Election District of Anne Arundel County, Maryland, be partitioned and divided among the parties hereto as their respective interest may appear.

(3) THAT a Trustee be appointed by this Honorable Court to make execute and deliver a Deed which will convey to the parties hereto, their, and each of their, respective interest in the said land.

(4) AND such other and further relief as the equities of the case may require.

AND, as in duty bound, etc.

George B. Brooks

George B. Brooks, Complainant

By: Dallas F. Nicholas

Dallas F. Nicholas, Solicitor
for Complainant
12 E. Pleasant Street
Baltimore 2, Maryland
LExington 9-6085

Floretta Brooks

Floretta Brooks, Complainant

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 17 day of May, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared George B. Brooks and Floretta Brooks, Complainants above, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true and correct.

AS WITNESS my hand and Notarial Seal.

Catherine L. Forrest

Notary Public

This Deed, made this 25th day of November in the year one thousand nine hundred and thirty by The Magothy Park & Development Company, a body corporate, duly incorporated under the laws of the State of Maryland, party of the first part, and Marion Watkins and George B. Brooks of the City of Baltimore, State of Maryland, parties of the second part.

Witnesseth, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said The Magothy Park & Development, a body corporate does grant and convey unto Marion Watkins and George B. Brooks, their heirs and assigns as tenants in common, in fee simple, all that tract of land situate lying and being in the Third District of Anne Arundel County, State of Maryland and described as follows, that is to say:

Beginning for the same at a stone now planted at the distance of 124.6 feet South 0 degrees 45 minutes East from the beginning of the North 563/4 degrees west 75 perches line of the first parcel of land which by deed dated December 15, 1900 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 19, folio 335,e; was conveyed by Zachariah A. Johnson to Isabella B. Browning and running thence South 0 degrees 45 minutes East 316.74 feet to a stone now planted thence north 89 degrees 15 minutes East passing over a stone now planted near the waters of Magothy River and continuing the same course in all 882.90 feet to the waters of Magothy River thence bounding on the waters of said River the five following courses and distances, viz:- north 68 degrees West 53.66 feet north 50 degrees West 205 feet North 57 degrees 46 minutes west 110 feet north 49 degrees 05 minutes West 133 feet and north 24 degrees 53 minutes west 69 feet thence leaving said River and running South 76 degrees 48 minutes west passing through a large Pine Tree standing near the edge of the waters of said River and continuing the same course in all 250 feet thence north 25 degrees west 5.28 feet to a stone now planted and thence South 89 degrees 15 minutes west 212 feet to the place of beginning.

Ex Exhibit No. 4
Brooks v Watkins, Eq. No. 14367
John S. Rowe Jr. Exam.

FILED
1961 MAY -5 AM 11:02

REFILED
1961 JUNE 22

Together with the right of ingress and egress over the Road to be laid out and and built from the herein described lot of ground to the Annapolis Boulevard. Said lot of ground contains five acres more or less.

Being a part of all that tract of land, which by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was conveyed by the Mechanics Realty Company a body corporate, to The Magothy Park and Development Company, a body corporate, all of which property is more particularly set out in the attached Plat.

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

To Have and To Hold the said lot of ground and premises; above described and mentioned, and hereby intended to be conveyed: together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Marion Watkins and George B. Brooks, their heirs and assigns, as tenants in common forever in fee simple.

And the said grantor does hereby covenant that it will warrant specially the property hereby granted: and conveyed: and that it will execute such further assurances of said property as may be requisite.

Witness the signature of Whit W. Allen President of The Magothy Park Development Company, a body corporate, and the corporate seal thereof.

Test (Corporate Seal)
Grace L. Brehl

The Magothy Park & Development Company
By Whit W. Allen (Seal)
Its

State of Maryland, Baltimore City to wit:

I hereby Certify, that on this 25th day of November in the year one thousand nine hundred and thirty before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Whit W. Allen, President of The Magothy Park & Development Company a body corporate and he acknowledged the foregoing Deed to be

the act of said body corporate

As witness my hand and notarial seal.

(Notary Seal)

Grace L. Brehl

Notary Public

Recorded 1 Dec. 1930 at 12. M.

(PLAT NOT INCLUDED)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F. S. R. No. 81, Folio 356, one of the Land Record Books for Anne Arundel County.

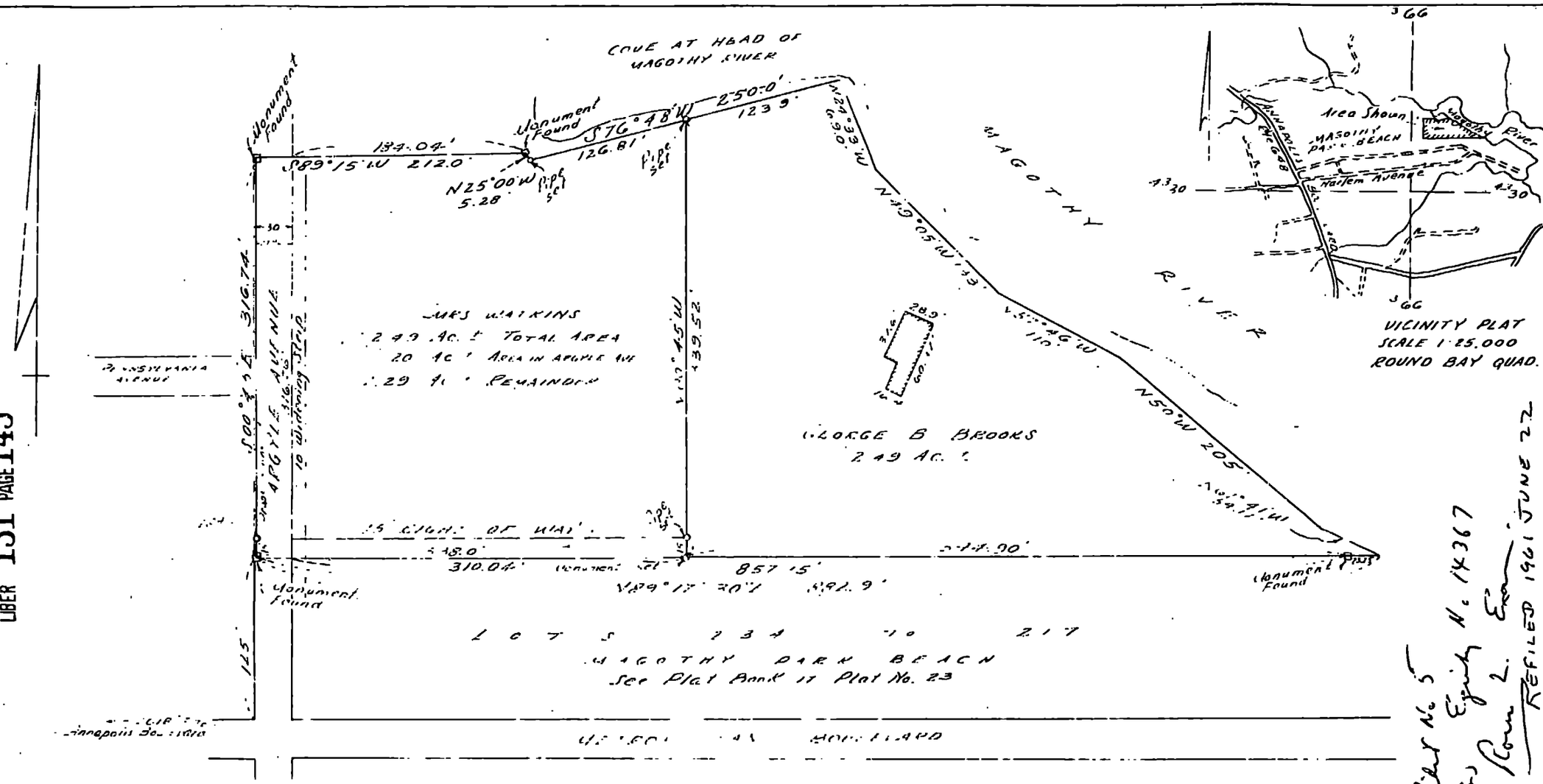
IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 26th day of January, A. D., 1959.

George T. Cromwell per GB

George T. Cromwell, Clerk

7

LIBER 131 PAGE 145



Approved by the A.A. Co. Planning Administration for recording with deed

Approved by the A.A. Co. Health Officer

FILED
1961 MAY -5 AM 11:03

SURVEY AT MAGOTHY PARK BEACH
3RD DISTRICT ANNE ARUNDEL CO., MD
SCALE 1" = 100' FEBRUARY 1959
[illegible]
Annapolis, Maryland
For Title see F.S.R. 81 356

Examiner's Exhibit No. 5
Bruce J. Wothers Equity No. 14367
John S. Rowe L. Exam.
REFILED 1961 JUNE 22

GEORGE B. BROOKS and FLORETTA BROOKS, his wife 2508 Hollins Ferry Road Baltimore 30, Maryland	*	IN THE CIRCUIT COURT
Complainants	*	OF
VS.	*	
SARAH E. WATKINS and EMANUEL HILL WATKINS, a minor	*	ANNE ARUNDEL COUNTY
Defendants	**	IN EQUITY
	*	No. 14,367 Equity

****

A N S W E R

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Sarah E. Watkins, one of the Defendants herein by her Solicitor, Joseph C. Howard for answer to the Bill ofComplaint heretofore exhibited in this Court against her, respectfully represents unto your Honor:

FIRST

THAT this Defendant admits each and every allegation in the said Bill of Complaint.

SECOND

FURTHER answering said Bill of Complaint, this Defendant avers that she is the mother and the natural guardian of the minor, Emanuel Hill Watkins, born December 30, 1946, and that such minor resides with her, and she further avers that she is in full accord with the agreement to divide and partition the said land and that it would be to the best interest of all parties concerned, particularly to the minor, Emanuel Hill Watkins, that such lands be divided and partitioned in accord with the survey made by Edward Hall III, filed as Complainants' Exhibit No. 2 in these proceedings.

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1961 MAY -5 AM 11:22

9

THIRD

THAT this Defendant further avers that she, as widow, and the infant, Emanuel Hill Watkins are the only heirs at law and next of kin of the said Marion Watkins, deceased, and she further avers that the Estate of Marion Watkins, deceased, was fully and completely administered in the Orphans Court of Baltimore City, and that all inheritance taxes, including the inheritance tax on the land mentioned in these proceedings, have been duly paid.

WHEREFORE your Defendant Sarah E. Watkins joins in with the prayer of the Bill of Complaint that the relief prayed for may be granted.

AND, as in duty bound, etc.

Sarah E. Watkins
Sarah E. Watkins, Defendant

Joseph C. Howard, Solicitor for Defendant
12 E. Pleasant Street
Baltimore 2, Maryland
SAratoga 7-5216

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 5th day of May, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Sarah E. Watkins, Defendant above, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true and correct.

AS WITNESS my hand and Notarial Seal.

Catherine G. Jones
Notary Public

LIBER 131 PAGE 148

GEORGE B. BROOKS and FLORETTA BROOKS, his wife	*	IN THE CIRCUIT COURT
COMPLAINANTS	*	OF
VS.	*	ANNE ARUNDEL COUNTY
SARAH E. WATKINS and EMANUEL HILL WATKINS, a minor	*	IN EQUITY
	*	No. 14,367 Equity

****

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George B. Brooks and Floretta Brooks, his wife, by their Solicitor, Dallas F. Nicholas, respectfully represents unto your Honor:

FIRST

THAT Emanuel Hill Watkins, the Infant Defendant in this cause, aged fourteen (14) years, has been duly summoned by the Sheriff of Anne Arundel County.

SECOND

THAT the said Emanuel Hill Watkins, Infant Defendant herein, has no legal guardian.

WHEREFORE your Petitioners pray this Honorable Court to appoint a Guradian ad Litem to appear and answer for the said Infant Defendant, Emanuel Hill Watkins, and they suggest that _____ who has no interest whatever in this suit, be appointed Guardian ad Litem.

AND as in duty bound, etc.

Dallas F. Nicholas

Dallas F. Nicholas, Solicitor for Complainant

FILED

1961 MAY -5 AM 11:22

LIBER 131 PAGE 149

****

O R D E R

ORDERED, by the Circuit Court of Anne Arundel County on this 6th day of May, 1961, upon the foregoing petition that Frank B. Walsh, Jr. be and he is hereby appointed Guardian ad Litem for the Infant Defendant, Emanuel Hill Watkins, named in the aforegoing Petition and he is hereby directed to appear and file his answer in behalf of the said Infant Defendant.

D. Bruce Dunnett
JUDGE

FILED

1961 MAY -6 AM 11:00

12

GEORGE B. BROOKS, and FLORETTA BROOKS, his wife	*	IN THE CIRCUIT COURT
COMPLAINANTS	*	OF
VS.	*	ANNE ARUNDEL COUNTY
SARAH E. WATKINS and EMANUEL HILL WATKINS, a minor	*	IN EQUITY
	*	No. 14,367 Equity

****

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Emanuel Hill Watkins, the Infant Defendant named inthe Bill of Complaint in this Court against him exhibited, by Frank B. Walsh, Jr., duly appointed Guardian ad Litem respectfully represents unto your Honor:

THAT the Defendant being infant, under the age of twenty-one years cannot admit or deny, the allegations set up in the said Bill of Complaint and therefore submits his rights to the protection of this Honorable Court.

AND as in duty bound, etc.

Frank B. Walsh, Jr.
Guardian ad Litem

FILED
1961 MAY -8 AM 10:01

13

LIBER 131 PAGE 151

GEORGE B. BROOKS and FLORETTA BROOKS, his wife	*	IN
COMPLAINANTS	*	THE CIRCUIT COURT
VS.	*	FOR
SARAH E. WATKINS and EMANUEL HILL WATKINS, a minor	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO.14,367 EQUITY

* * * *

TESTIMONY ON BEHALF OF COMPLAINANTS

May 15, 1961

Present:

Mr. Dallas F. Nicholas, Solicitor for Complainants

Mr. Joseph C. Howard, Solicitor for Defendants

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

Mrs. Irene Hazel, Court Stenographer

Witnesses:

George B. Brooks, pages 2 - 6.

Sarah E. Watkins, pages 7 - 10.

FILED

1961 JUN 22 PM 4:31

14

(Mr. Nicholas)

I would like to offer at this time three additional exhibits on behalf of the plaintiff. First, a certified copy of the real inventory filed in the office of the Register of Wills of Baltimore City, showing that the inheritance tax has been paid upon this property.

(CERTIFIED COPY OF INVENTORY OF REAL PROPERTY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

I'd also like to offer a Description of the two parcels of land which have been divided by Edward Hall, III. The first description being that of George B. Brooks section; and the second of the Watkins portion of the property.

(COPY OF DESCRIPTION OF GEORGE B. BROOKS PROPERTY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

(COPY OF DESCRIPTION OF THE WATKINS PROPERTY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

George B. Brooks, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Nicholas)

1 State your full name.

A George B. Brooks.

2 Your address?

A 2508 Hollins Ferry Road, Baltimore 30, Maryland.

3 And your wife is Floretta Brooks?

A Floretta Brooks.

4 You and your wife are the complainants in this case?

A Yes sir.

15

5 And the defendants are Sarah E. Watkins and her son, Emanuel Hill Watkins, who is a minor?

A Yes.

6 Now, in 1930, you and one, Marion Watkins, purchased some 5 acres more or less, as is evidenced by deed dated November 25th, 1930, recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No.81, Folio 356, and which deed has been filed in these proceedings?

A Yes sir.

7 Now, you are the George B. Brooks identified in that deed?

A Yes sir.

8 And Marion Watkins is the other owner?

A Yes.

9 Now, is Marion Watkins living now?

A Marion Watkins is deceased.

10 By the records of the Register of Wills in Baltimore City, Marion Watkins died on January 5th, 1959?

A Yes sir.

11 And his estate has been administered in the Orphans Court of Baltimore City?

A Yes sir.

12 Marion Watkins left surviving him his widow, Sarah E. Watkins, who is the defendant in this case?

A Yes.

13 And one child, Emanuel Hill Watkins, who is 14 years of age at this time?

A Yes.

14 And according to your information he was born December 30th, 1946?

A To the best of my knowledge.

16

15 Now, he and his mother live at 433 East 22nd St., Baltimore City?

A Yes sir.

16 Now, did you and Marion Watkins have any agreement as to the division, or the ownership of this land at Magothy Park? You and Marion Watkins agreed that half of this land was yours, and half of it was his?

A Yes, that was our agreement.

17 And in accordance with that agreement, you have erected some several years ago, a house on your portion of the land?

A Yes sir.

18 Now, since the death of Marion Watkins, have you agreed with the widow, Sarah E. Watkins, the defendant herein, that it would be to the best interest of yourself and her, and the minor, that this land be partitioned and divided, and that the portion on which your house is erected be deeded to you, and the portion which is unimproved be deeded to her and her son?

A Her and her son, yes.

19 In accordance therewith, did you authorize me to have a survey made of the land by Edward Hall, III, Registered Surveyor?

A Yes sir.

20 And is the survey which has been filed in these proceedings a true picture, and a true representation of your agreement as to the division of the land?

A Yes.

21 Are you perfectly satisfied with that division?

A I am.

22 In your opinion, is it to the best interest of all parties in this suit that such division be made?

A All concerned, yes.

17

23 And, particularly, for the interest of the minor in this proceeding?

A Yes.

24 Is it your desire that a Trustee be appointed to execute and deliver one deed to you, and one deed to Sarah Watkins and her son for the respective interest in the land?

A Yes sir.

25 And it is your desire that your counsel, Dallas F. Nicholas, be named Trustee?

A Yes sir.

26 After you erected your house on your portion of the land, some 15 or more years ago, was the agreement which had been previously made between you and Marion Watkins continued?

A Yes, it was continued.

27 And he planned to build a house on his portion but never got around to building it?

A Never got around to it, no.

28 And up to the date of his death it was always the agreement and understanding between you and Marion Watkins that the portion of the land on which you had built your house was yours, and that the portion which was unimproved, which was roughly one-half of the entire tract, was Marion Watkins?

A Yes, that's how it was.

(Mr. Nicholas)

For the purpose of this hearing, we now offer in evidence a certified copy of the deed of November 25th, 1930, and the survey, which is marked Complainant's Exhibit No.1; and the survey of Edward Hall, III, which is marked Complainant's Ex.2. I now re-offer it as Examiner's Exhibits 4 and 5.

(CERTIFIED COPY OF DEED DATED NOVEMBER 25th, 1930 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

(SURVEY OF MAGOTHY PARK BEACH FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

(Mr. Howard - Cross-Examination:

29 Is it your desire that the deed coming from the Trustee be given in the name of George B. Brooks and Floretta Brooks, his wife?

A Yes sir.

QUESTION BY THE EXAMINER:

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

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

Answer. . . No. . . . . .

Signature [signature]

20

Sarah E. Watkins, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Nicholas)

1 Your full name is Sarah E. Watkins?

A Yes.

2 And you reside at 433 East 22nd St., Baltimore, Maryland?

A Yes.

3 And you are one of the defendants mentioned in these proceedings today?

A Yes.

4 And Emanuel Hill Watkins, the minor, is your son?

A Yes.

5 And he was born December 30th, 1946?

A Yes.

6 Does he reside with you at the 22nd St. address?

A Yes.

7 Now, you have heard the testimony of George B. Brooks, the plaintiff in these proceedings. Now, Marion Watkins was your husband?

A Yes.

8 And Marion Watkins died on January 5th, 1959?

A Yes.

9 And you signed a renunciation authorizing Mr. Albert B. Polovoy as administrator to administer your husband's estate in the Orphans Court of Baltimore City?

A Yes.

10 And that administration was completed in the Orphans Court of Baltimore City?

A Yes.

21

11 And a real inventory, inventorying this land was filed in the office of the Register of Wills in Baltimore City and the inheritance tax has been paid on that?

A Yes.

12 I show you this certified copy of the inventory, and ask you, is that the inventory in that proceeding, and the payment of the tax, certified thereto?

A Yes.

13 Now, there has been offered in testimony a deed, dated November 25th, 1930, showing that George B. Brooks and Marion Watkins own some 5 acres of land, more or less, located at Magothy Park in Anne Arundel County. Now, is the George B. Brooks mentioned in that deed the plaintiff in these proceedings?

A Yes.

14 And is the Marion Watkins mentioned in that deed your late husband?

A Yes.

15 Now, you have known all along that your husband and George B. Brooks own this land jointly?

A Yes.

16 You know that it was the understanding between your husband of many years standing, that half of this land belonged to George B. Brooks and half of it belonged to your husband?

A Yes.

17 And in accordance with that agreement, George B. Brooks built his summer home on his portion of the land?

A Yes.

18 And that that agreement and understanding continued from the time that it was made until the date of the death of your husband?

22

A Yes.

19 After the death of your husband did you and Mr. Brooks discuss the situation with reference to a division of this land?

A Yes.

20 You then consulted counsel to ascertain whether the land could be divided and deed could be given to you for your portion, and to Mr. Brooks for his portion?

A Yes.

21 And you were then advised that because you had a minor son that such division of the land could not be accomplished without the aid and assistance of the Court of Equity?

A Yes.

22 Consequently the agreement was then made between you and Mr. Brooks that such a proceeding be brought so that the land be divided and you be given your portion, which had belonged to your late husband, and he'd be given his portion which belonged to him?

A Yes.

23 Now, in accordance with that agreement we had a survey made by Edward Hall of this land?

A Yes.

24 Now, I show you such survey, and ask you whether this survey fairly depicts the division of the land, that is, on the right side the Brooks portion containing approximately 2.49 acres; and on the left side the Watkins portion containing approximately 2.29 acres, is that the survey made in accordance with your agreement?

A Yes.

25 And you are satisfied with that division of the land?

A Yes.

26 Now, in your opinion, would such a division of the land be for the

23

best interest of all parties in this proceeding?

A. Yes sir.

27 And, particulary, would it be to the best interest of the minor, your son, Emanuel Hill Watkins?

A Yes.

28 Now, is it your desire that a Trustee be appointed to execute proper deeds, one deed conveying to the Brooks interest; and the other deed conveying to you and your son, the Watkins interest?

A Yes.

29 And it is your desire that Dallas F. Nicholas be appointed such Trustee to execute and deliver such deeds?

A Yes.

(Mr. Rouse)

30 Your husband left no Will, is that correct?

A Yes.

31 And did he have any other children besides Emanuel Hill Watkins?

A No.

32 And he had no dependents of any deceased child, is that right?

A No.

33 In other words, he had no other children who had died who had left children?

A No.

(Mr. Howard)

No questions.

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 . . Sarah C. Mathews . . . . . .

25

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

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

Witness my hand and seal this 22nd day of June, 1961.

_____ (SEAL)
John G. Rouse, Jr., Examiner

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

LIBER 131 PAGE 164

A True and Perfect Inventory

of all the REAL ESTATE, subject to Inheritance Tax of

MARION WATKINS

late of Baltimore City, deceased, appraised by the subscribers,

Andrew L. Gwinn

Louis J. Cavaliere

jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate thereto annexed.

Examiner's Exhibit No. 1
Brooks, et al v. Watkins et al Eq. No 14367
John S. Rowe L. Exam.

2000 5-60 37

FILED
1961 JUN 22 PM 4:31

27

LIBER 131 PAGE 165

(IN FEE.)

A Certain Lot of Ground

Anne Arundel County, Third District
in the ~~City of Baltimore~~ beginning on the Plat

~~side~~ of Magothy Park street, about

~~feet~~ COMPRISING 5 ACRES ~~of~~ MORE OR LESS. street;

fronting on said first mentioned street about

feet, with a depth of about feet to an alley,

TOGETHER with the improvements thereon being a

story brick house, with story back building.

Title Reference: LIBER F.S.R. No. 81 FOLIO 356

Known as: SEE PLAT RECORD BOOK NO. 17, PLAT No. 23

UNDIVIDED ONE HALF THEREOF Value $ 2530.00

A Certain Lot of Ground

in the City of Baltimore, beginning on the

side of street, about

feet of street;

fronting on said first mentioned street about

feet, with a depth of about feet to an alley,

TOGETHER with the improvements thereon being a

story brick house, with story back building.

Title Reference:

Known as:

RECEIPT # C 89333

PAID ..4..20..1961 Value $

1% ON $ 2530.00 ..$ 25.30
LEROY C. SHAUGHNESSY
Register of Wills for Baltimore City

4000 12-58 33

APPROVED BY THE ORPHANS COURT OF BALTIMORE CITY ON THE 20th DAY APRIL 1961

TEST: LEROY C. SHAUGHNESSY
Register of Wills for Baltimore City

28

LIBER 131 PAGE 166

We, the Subscribers, do certify

that the aforegoing is a true and just inventory, and valuation of all and singular, the Real Estate of the said Marion Watkins deceased, subject to Inheritance Tax, so far as the same have come to our sight and knowledge; and as valued and appraised by us in dollars and cents according to the best of our skill and judgment.

In Testimony all of which, we

hereunto subscribe our names, and affix our seals, this 20 day of April, 19 61

Andrew L. Gwinn [SEAL]

Louis J. Cavaliere [SEAL]

APPRAISERS

The undersigned, Albert B. Polovoy, administrator of Marion Watkins, deceased, hereby return to the Register of Wills for Baltimore City, the aforegoing Inventory, which contains a full and particular statement of all the REAL ESTATE of the said deceased that is subject to Inheritance Tax.

Albert B. Polovoy

Albert B. Polovoy Administrator

SWORN to April 20 19 61 before LEROY C. SHAUGHNESSEY, Register of Wills for Baltimore City. A. L. Gwinn

29

State of Maryland,

BALTIMORE CITY, ss.

LIBER 131 PAGE 167

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of Real Inventory Estate of Marion Watkins late of said city, deceased, taken from Inventory Liber L.C.S. No. 349 Folio No. being one of the records filed recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 1st day of May, in the year of our Lord nineteen hundred and fifty sixty one

Register of Wills for Baltimore City.

3000—9-59

212

30

PROPERTY SURVEYS
SUBDIVISIONS

LAND PLANNING
TOPOGRAPHY

EDWARD HALL, III
REGISTERED LAND SURVEYOR
No. 1862
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND
COLONIAL 3-3841

LIBER 131 PAGE 168

February 23, 1959

DESCRIPTION OF 2.24 ACRES SURVEYED FOR GEORGE B. BROOKS, AT MAGOTHY PARK BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a concrete monument now set in the second, or North 89 degree 15 minute East 882.9 foot line of the conveyance by Magothy Park and Development Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. S.R.81, folio 356;said concrete monument being distant North 89 degrees 17 minutes 30 seconds East 338.0 feet from a concrete monument found at the beginning of the said second line; said beginning point being at the end of a 15-foot right of way to be described; thence leaving said point so fixed and said 15-foot right of way and continuing with said second line, as now surveyed, North 89 degrees 17 minutes 30 seconds East 544.90 feet to a concrete monument there found; thence continuing North 89 degrees 17 minutes 30 seconds East 25.75 feet to the shore line of the Magothy River; thence running with the shore line of saidriver North 67 degrees 41 minutes West 54.17 feet, North 50 degrees West 205.0 feet, North 57 degrees 46 minutes West 110.0 feet, North 49 degrees 05 minutes West 133.0 feet; thence North 24 degrees 33 minutes West 69.0 feet to the intersection of the shores of Magothy River and the cove at the head of Magothy River; thence with the shore line of said cove South 76 degrees 48 minutes West 123.90 feet to an iron pipe now set; thence leaving the shores of the above mentioned cove and running across the aforesaid 5-acre tract conveyed to Marion Watkins and George B. Brooks South 00 degrees 45 minutes East 339.52 feet to the place of beginning. Containing 2.49 Acres; according to a survey and plat made in February, 1959, by Edward Hall, III, Registered Land Surveyor, in February, 1959.

FILED
1961 JUN 22 PM 4.31

BEING a part of the conveyance by the Magothy Park and Development

PROPERTY SURVEYS
SUBDIVISIONS

LAND PLANNING
TOPOGRAPHY

EDWARD HALL, III
REGISTERED LAND SURVEYOR
No. 1962
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND
COLONIAL 3-3841

LIBER 131 PAGE 169

February 23, 1959

Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among theLand Records of Anne Arundel County, Maryland, in Liber F. S. R. 81, folio356.

SAID 5 acres also being shown on a plat of Magothy Park Beach filed among the Plat Records of Anne Arundel County in Plat Book 17, Page 23.

TOGETHER with a 15-foot right of way running from Argyle Avenue through the remainder of the above described whole tract surveyed for Mrs. Watkins. The said 15-foot right of way being situated on the second, or North 89 degree 15 minute East 882.9 foot,line of the above mentioned conveyance and described as follows: BEGINNING for the same at a point on the easternmost side of Argyle Avenue (30 feet wide); said point being distant North 89 degrees 17 minutes 30 seconds East 27.96 feet from a concrete monument there found at the beginning of the second, or North 89 degree 15 minute East 882.9 foot, line of the conveyance mentioned above; thence leaving said Argyle Avenue and running with part of said line; as now surveyed, North 89 degrees 17 minutes 30 seconds East 310.04 feet to a concrete monument now set, said monument being the beginning of the 2.49-acres,more or less, above described; thence running with the last line of the 2.49 acres, more or less, herein described North 00 degrees 45 minutes West 15 feet to an iron pipe now set; thence running with the northernmost line of said 15-foot right of way South 89 degrees 17 minutes 30 seconds West 310.04 feet to the east side of Argyle Avenue; thence with the east side of said Avenue South 00 degrees 45 minutes East 15 feet to the place of beginning.

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PROPERTY SURVEYS
SUBDIVISIONS

LAND PLANNING
TOPOGRAPHY

EDWARD HALL, III
REGISTERED LAND SURVEYOR
No. 1962
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND
COLONIAL 3-3841

LIBER 131 PAGE 170

February 20, 1959

DESCRIPTION OF PART OF THE WATKINS-BROOKS PROPERTY, AT MAGOTHY PARK BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a point on the easternmost side of Argyle Avenue (30 feet wide), said point being distant North 89 degrees 17 minutes 30 seconds East 27.96 feet from a concrete monument found at the beginning of the second, or North 89 degrees 15 minutes East 882.9 feet, line of the conveyance by Magothy Park and Development Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. S. R. 81, folio 356; thence leaving said Argyle Avenue and running with part of said line, as now surveyed, and also with the southernmost side of a 15-foot right of way North 89 degrees 17 minutes 30 seconds East 310.04 feet to a concrete monument now set; thence leaving the outlines and crossing the end of said 15-foot right of way and running with the Westernmost line of a 2.49-acre parcel surveyed for George Brooks North 0 degrees 45 minutes West 339.52 feet to an iron pipe now set on the shore of a cove at the head of Magothy River; thence leaving said George B. Brooks' parcel and running with the outlinesof said whole tract and the head of theMagothy River South 76 degrees 48 minutes West 126.81 feet to an iron pipe now set and North 25 degrees 00 minutes West 5.28 feet to a concrete monument there found; thence leaving said Magothy River and running South 89 degrees 15 minutes West 184.04 feet to a point distant North 89 degrees 15 minutes East 27.96 feet from a concrete monument found at the beginning of said conveyance to Watkins and Brooks; thence running with the easternmost side of Argyle Avenue (30 feet wide) shown on the plat of Magothy Park Beach filed among the plat records of Anne Arundel County in Plat Book 17, Plat Number 23, South 0 degrees 45 minutes East 316.76 feet to the place of beginning. Containing 2.29 acres, more or less. According to a survey & plat made by Edward Hall, III,

FILED 1961 JUNE 22

Ex Exh. No. 3
Brooks v. Watkins Eq No. 14317
Jos S. Rum L. Exam
33

EDWARD HALL, III
REGISTERED LAND SURVEYOR
No. 1862
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND
COLONIAL 3-3841

LIBER 131 PAGE 171

February 20, 1959

Registered Land Surveyor, in February, 1959.

BEING subject to the aforementioned 15-foot right of way running along the first line of the above described lot from Argyle Avenue to the 2.49-acre lot surveyed for George B. Brooks; and also being subject to a 10-foot strip reserved for future widening of the easternmost side of Argyle Avenue.

BEING a part of the aforesaid conveyance by the Magothy Park and Development Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. S. R. 81, folio 356.

THE right of ingress and egress mentioned in said deed being the roads shown on the said plat of Magothy Park Beach;and the above described lot is part of the 5-acre parcel shown on said plat of Magothy Park Beach filed among the Plat Records of Anne Arundel County in Plat Book 17, Plat Number 23.

34

LIBER 131 PAGE 172

GEORGE B. BROOKS, and FLORETTA BROOKS, his wife	*	IN THE CIRCUIT COURT
COMPLAINANTS	*	OF
VS.	*	
SARAH E. WATKINS and EMANUEL HILL WATKINS, her son	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	IN EQUITY NO. 14,367
	*	

STIPULATION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

IT IS HEREBY AGREED AND STIPULATED by the undersigned, Dallas F. Nicholas, Attorney for George B. Brooks and Floretta Brooks, his wife, Complainants herein; Joseph C. Howard, Attorney for Sarah E. Watkins, one of the Defendants herein; and Frank B. Walsch, Jr. Guardian ad Litem for Emanuel Hill Watkins, Infant Defendant herein, that they hereby submit the above entitled cause to the Court for Decree, hereby waiving the ten (10) day waiting period, as required by Rule 580-P of the Maryland Rules of Procedure.

Dallas F. Nicholas, Attorney for
George B. Brooks and Floretta Brooks

Joseph C. Howard, Attorney for
Sarah E. Watkins

Frank B. Walsch, Jr., Guardian Ad Litem
for Emanuel Hill Watkins, an Infant

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1961 JUN 23 AM 10:17

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LIBER 131 PAGE 173

GEORGE B. BROOKS and FLORETTA BROOKS, his wife	*	IN THE CIRCUIT COURT
	*	OF
vs.	*	ANNE ARUNDEL COUNTY
SARAH E. WATKINS and EMANUEL HILL WATKINS	*	NO. 14,367 EQUITY

****
DECREE
****

The above cause standing ready for hearing and being submitted, the Bill of Complaint, the Answers, Testimony, Exhibits and all other proceedings were by the Court read and considered:

IT IS THEREFORE, this 28th day of June, 1961, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED, and DECREED as follows:

1. That the fee simple property, being five (5) acres more or less, at Magothy Park Beach, in the Third District of Anne Arundel County, Maryland, more particularly mentioned and described in these proceedings be, and the same is hereby partitioned and divided between the parties hereto as follows:

(a) To George B. Brooks and Floretta Bro ks, his wife, that portion of the aforesaid five (5) acre tract of land and described as follows:

BEGINNING For the same at a concrete monument now set in the second, or North 89 degrees 15 minutes east 882.90 foot line of the conveyance by Magothy Park and Development Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. 81, folio 356; said concrete monument being distant north 89 degrees 17 minutes 30 seconds east 338.0 feet from a concrete monument found at the beginning of the said second line; said beginning point being at the end of a 15 foot right of way and continuing with said second line, as now surveyed, North 89 degrees 17 minutes 30 seconds east 544.90 feet to a concrete monument there found; thence continuing north 89 degrees 17 minutes 30 seconds east 25.75 feet tc the shore line of the Magothy River; thence running with the shore line of said river north 67 degrees 41 minutes west 54.17 feet, north 50 degrees west 205,0 feet, north 57 degre s 46 minutes west 110.0 feet, north 49 degrees 05 minutes west 133.0 feet; thence north 24 degrees 33 minutes west 69.0 feet to the intersection of the shoresof Magothy River and the cove at the head of Magothy River; thence with tne shore line of said cove south 76 degrees 48 minutes 123.90 feet to an iron pipe now set; thence leaving the shores of the above mentioned cove and running across the aforesaid 5-acre tract conveyed to Marion Watkins and George B. Bro ks South 00 degrees 45 minutes east 339.52 feet to the place of beginning. Containing 2.49 acres; according to a survey and plat made in February, 1959, by Edward Hall, III, Registered Land Surveyor in February, 1959.

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36

BEING a part of the conveyance by the Magothy Park and Development Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber ES.R. 81, folio 356.

SAID 5 acres also being shown on a plat of Magothy Park filed among the Plat Records of Anne Arundel County in Plat Book 17, Page 23.

TOGETHER with a15 foot right of way running from Argyle Avenue through the remainder of the above described whole tract surveyed for Mrs. Watkins. The said 15-foot right of way being situated on the second, or North 89 degrees 15 minutes east 882.9 foot, line of the above mentioned conveyance and described as follows: BEGINNING for the same at a point on the easternmost side of Argyle Avenue (30 feet wide); said point being distanf north 89 degrees 17 minutes 30 seconds East 27.96 feet from a concrete monument there found at the beginning of the second, or north 89 degrees 15 minutes East 882.9 foot, line of the conveyance mentioned above; thence leaving said Argyle Avenue and running with part of said line, as now surveyed, North 89 degrees 17 minutes 30 seconds East 310.04 feet to a concrete monument now set, said monument being the beginning of the 2.49-acres, more or less, above described; thence running with the last line of the 2.49 acres, more or less, herein described north 00 degrees 45 minutes west 15 feet to an iron pipe now set; thence running with the northernmost line of said 15-foot right of way south 89 degrees 17 minutes 30 seconds west 310.04 feet to the east side of Argyle Avenue; thence with the east side of said Avenue south 00 degrees 45 minutes east 15 feet to the place of beginning.

(b) To Sarah E.Watkins, an undivided one-third interest, and to Emanuel Hill Watkins, her son, an undivided two-thirds interest in that portion of the aforesaid 5 acre tract of land and described as follows:

BEGINNING for the same at a point on the easternmost side of Argyle Avenue (30 feet wide), said point being distant North 89 degrees 17 minutes 30 seconds East 27.96 feet from a concrete monument found at the beginning of the second, or North 89 degrees 15 minutes East 882.9 feet, line of the conveyance by Magothy Park and Development Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. 81, folio 356; thence leaving said Argyle Avenue and running with part of said line, as now surveyed, and also with the southernmost side of a 15-foot right of way North 89 degrees 17 minutes 30 seconds East 310.04 feet to a concrete monument now set; thence leaving the outlines and crossing the end of said 15-foot right of way and running with the Easternmost line of a 2.49-acre parcel surveyed for George Brooks North 0 degrees 45 minutes West 339.52 feet to an iron pipe now set on the shore of a cove at the head of Magothy River; thence leaving said George B. Brooks' parcel and running with the outlines of said whole tract and the head of the Magothy River South 76 degrees 09 minutes West 126.81 feet to an iron pipe now set and North 25 degrees 00 minutes West 5.28 feet to a concrete monument therefound; thence leaving said Magothy River and running South 89 degrees 15 minutes West 184.04 feet to a point distant North 89 degrees 15 minutes East 27.96 feet from a concrete monument found at the beginning of said conveyance to Watkins and Brooks; thence running with the easternmost side of Argyle Avenue (30 feet wide) shown on the plat of Magothy Park Beach filed among the plat records of Anne Arundel County in Plat Book 17, Plat Number 23, South 0 degrees 45 minutes East 316.76 feet to theplace of beginning. Containing 2.29 acres, more or less. According to a survey & plat made by Edward Hall, III, Registered Land Surveyor, in February, 1959.

BEING subject to the aforementioned 15-foot right of way running along the first line of the above described lot from Argyle Avenue to the 2.49-acre lot surveyed for George B. Brooks; and also being subject to a 10-foot strip reserved for future widening of the easternmost side of Argyle Avenue.

BEING a part of the aforesaid conveyance by the Magothy Park and Development Company to Marion Watkins and George B. Brooks by deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. 81, folio 356.

THE right of ingress and egress mentioned in said deed being the roads shown on the said plat of Magothy Park Beach; and the above described lot is part of the 5-acre parcel shown on said plat of Magothy Park Beach filed among the Plat Records ofAnne Arundel County in Plat Book 17, Plat Number 23.

2. That Dallas F. Nicholas be, and he is hereby appointed Trustee, to convey the aforesaid fee simple property to George B. Brooks and Floretta Brooks, his wife; and to Sarah E. Watkins and Emanuel Hill Watkins, her son, by good and sufficient Deeds to be executed and acknowledged by said Trustee and recorded according to law, and which Deeds shall convey to the said George B. Brooks and Floretta Brooks, his wife, and to Sarah E. Watkins and Emanuel Hill Watkins, her son, the full legal title to each of the foregoing described parcels of land, free, clear, and forever discharged from any and all claims of the parties hereto, including said Infant Defendant, and those claiming by, through, from or under them, or either or any of them.

AND IT IS FURTHER ORDERED that said Trustee, after having fully discharged his trust as herein directed, shall file in this cause, a statement to that effect, duly verified by affidavit.

AND IT IS FURTHER ORDERED that the Complainant pay the costs of these proceedings.

O. Bowie Duckett

JUDGE

LIBER 131 PAGE 176

MEYER MINDEL, Assignee of The Bond Realty Company, a Body Corporate, 111 N. Charles Street Baltimore 1, Maryland	:	IN THE CIRCUIT COURT
vs	:	FOR ANNE ARUNDEL COUNTY
GORDON L. BAILEY and LORAINE BAILEY, His Wife, 13th St. and Camp Road Green Haven Anne Arundel County, Maryland	:	IN EQUITY 14259

: : : : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the attached mortgage as Plaintiff's exhibit No. 1, and two short assignments as Plaintiff's exhibits No. 2 and No. 3.

Meyer Mindel
Meyer Mindel, Assignee

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1961 MAR -3 AM 9:33

Plaintiff's Exhibit No. 1

14,259 Equity

BACKMAN AND BLACK, *Attorneys*

BOOK 1304 PAGE 196

LIBER 131 PAGE 177

THIS MORTGAGE, Made this 12th day of - - - June - - - - - - , 1959 , between

GORDON L. BAILEY and LORRAINE BAILEY, his wife, of Anne Arundel County,

~~of the City of Baltimore~~, in the State of Maryland, Mortgagors , and **IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY,** a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors , being members of said body corporate, Mortgagee, have received therefrom an advance of SEVEN THOUSAND TWO HUNDRED AND FIFTY ($7,250.00) DOLLARS, being the balance of the purchase money for the property herein described which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six (6%) - - - - - - - - - - - - per centum per annum, in the manner following: By the payment of $ 62.00 plus one-twelfth of the annual taxes, ground rent and other public charges, assessments and insurance 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. 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 as herein agreed. The said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises; (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said Mortgagor sdo grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in ~~xxxxxxxxxx~~ Anne Arundel County, - State of Maryland, ~~xxxxxxxxx~~ - , and described as follows:

BEGINNING for the same at a pipe at the intersection of the Easterly line of Camp Road (30 feet wide) with the Southerly line of Thirteenth Street (30 feet wide); thence along the Southerly line of said Thirteenth Street North 70 degrees 15 minutes East 105 feet to a pipe; thence leaving said Street and running South 19 degrees 45 minutes East 100 feet to a pipe; thence South 70 degrees 15 minutes West 105 feet to a pipe in the Easterly line of Camp Road; thence along the Easterly line of said Road North 19 degrees 45 minutes West 100 feet to the place of beginning.

BEING all of Lots Nos. 34, 35, 36 and 37, and the Westerly five feet of Lot No. 38, all in Section #22, as shown on the Plat of "Green Haven", filed among the Land Records of Anne Arundel County in Cabinet #2, Rod D9, Plat #346.

BEING the same lot of ground which by Assignment, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and assigned by The Bond Realty Company, et al., unto the within named Mortgagors.

LIBER 131 PAGE 178
BOOK 1304 PAGE 197

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, party hereto of the second part, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $ 78.00 payable in equal half-yearly installments on the 12th days of May and November, in each and every year.

This mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945, or any addition, amendment or supplement thereto.

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

And the said Mortgagors for themselves, their - - - - - personal representatives or assigns, covenant with the said Mortgagee, its successors and assigns, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, extended coverage, war damage or other hazards as required by the said Mortgagee 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; (3) not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time; (4) to pay all ground rent, taxes, water rent, insurance, public dues, and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest as herein agreed, 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided; (7) 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 or Mortgagors, or any of them, in person or by mail, to his, her or their last known address; [illegible] per centum of the original principal [illegible]; (8) to pay a "late charge" not to exceed four per centum of any monthly installment which is not paid within fifteen days of the due date thereof, to cover the extra expense involved in servicing delinquent payments.

AND IT IS AGREED that until default is made, the said Mortgagor S, 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 mortgaged property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of the Laws of Maryland, or any addition, amendment or 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 John T. Backmann, . - - - - - - - , its duly constituted Attorney or Agent, under Article LXVI, Public General Laws of the State of Maryland, or under any other General or Local Law of the State of Maryland, relating to mortgages, or any addition, amendment or supplement thereto. And upon any sale of said mortgaged property, under the powers herein granted, the proceeds shall be applied as follows: (1) 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 fee to the Attorney conducting the foreclosure proceedings of not less than one hundred dollars; one-half of such commissions and all of such expenses and attorney's fee shall be paid in the event that the mortgage debt shall be paid after advertisement of said mortgaged property, but before sale thereof; (2) to the extinguishment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have matured or not: and (3) the balance, if any, to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

LIBER 131 PAGE 179

This loan may be prepaid in whole or in part, but when the aggregate amount of all prepayments made in any one year exceeds twenty per cent of the original principal amount of the loan, six months ' advance interest on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent of the original principal amount of the loan, may be charged as a consideration for the acceptance of such prepayment.

And the said Mortgagor S covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite. WITNESS the hand S and seal S of said Mortgagor S.

TEST:

Agnes L. Napfel (signature)
Agnes L. Napfel

Gordon L. Bailey (signature) [SEAL]
(Gordon L. Bailey)

Lorraine Bailey (signature) [SEAL]
(Lorraine Bailey)

BOOK 1304 PAGE 199

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 12th day of - - June - - , 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared GORDON L. BAILEY and LORRAINE BAILEY, his wife, - the Mortgagor S named in the aforegoing mortgage and they acknowledged said Mortgage to be - - their - - act. At the same time also appeared - - - - - - - - - - - - - - - - - LeRoy W. Black, Jr., Attorney or Agent of said body corporate, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and also made oath that he is the Agent of the Mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and notarial seal.

Agnes L. Napfel (signature)
Agnes L. Napfel Notary Public.

750

Rec'd for record June 16, 1959, at 12:59 P.M.
Mailed to Backmann & Black

4

Plaintiff's Exhibit No. 2

LIBER 131 PAGE 180

5

#1 FOR VALUE RECEIVED, IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, HEREBY ASSIGNS THE WITHIN MORTGAGE, UNTO THE BOND REALTY COMPANY, A BODY CORPORATE, WITHOUT RECOURSE.

WITNESS THE CORPORATE SEAL OF SAID IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, AND THE SIGNATURE OF ITS PRESIDENT, THIS 1st DAY OF MARCH, 1961.

18523

WITNESS:

(Agnes L. Napfel)

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: (Ira M. Keeney) President.

Plaintiff's Exhibit No. 3

#2 For value received The Bond Realty Company, a body corporate, hereby assigns the within mortgage to Meyer Mindel for the purpose of foreclosure.

As Witness the Corporate Seal of said Body Corporate and the signature of its President this 2nd day of March, 1961

18523

Witness
Mary A. Lisiecki

THE BOND REALTY COMPANY

BY: President
Meyer Mindel

No. 14,259 Equity
File on Equity

SHORT ASSIGNMENT

OF MORTGAGE

FROM

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

TO

THE BOND REALTY COMPANY

BLOCK No. Anne Arundel Count

#1 Cert

Received for Record ..... 1961 MAR 3 AM 9:37 199

at ..... o'clock ..... M. Same day

Recorded in Liber ..... No. 1304

Folio ..... etc., one of the

Records of Baltimore City, and examined.

Per ..... Clerk.

10M—5-60

200

#2 Ans

REC'D ... LAND ... ANNE ARUNDEL COUNTY

1961 MAR -3 AM 9:37

& RECORDED IN LIBER G.T.C. NO. 1304 FOLIO 199

GEO. T. CROKWELL, CLERK

M/L No. 4540-6

File No. 7772B

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940
Amendment thereto of October 6, 1

MEYER MINDEL, Assignee of
The Bond Realty Company,
a Body Corporate
111 N. Charles Street
Baltimore 1, Maryland

vs.

GORDON L. BAILEY and
LORAINE BAILEY, His Wife,
13th St. and Camp Road
Green Haven
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

~~XXXXXX~~
FOR

~~XXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
IN EQUITY

Docket ..... Fol. .....

14359 Equity

LIBER 131 PAGE 181

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 Meyer Mindel, President of The Bond Realty Company, a Body Corporate,

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

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

(2) said defendants ~~is~~ 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 ~~is~~ are not ~~a~~ members of the Enlisted Reserve Corps who has been ordered to report for military service.

Meyer Mindel
Affiant.
Meyer Mindel

Subscribed and sworn to before
me this 3rd day of March 1961

Mary A. Lisiecki
Notary Public
Mary A. Lisiecki

6

LIBER 131 PAGE 182

MEYER MINDEL, Assignee of The Bond Realty Company, a Body Corporate
111 N. Charles Street
Baltimore 1, Maryland

vs

GORDON L. BAILEY and LORAINE BAILEY, His Wife,
13th St. and Camp Road
Green Haven
Anne Arundel County, Maryland

Equity No. _____

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY 14,259

DOCKET FOLIO

: : : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The Bond Realty Company, assignee of the mortgage from Gordon L. Bailey and Loraine Bailey, his wife, to the Irvington Federal Savings and Loan Association of Baltimore City dated June 12, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1304 folio 196, which was short assigned to Meyer Mindel for the purpose of foreclosure by mesne assignment.

March 3, 1961

Amount of Mortgage -	$7250.00
Paid on account -	263.01
	$6986.99
4 months interest due Dec. 1, 1960, Jan.1, Feb. 1 & March 1, 1961 -	140.62
4 months late charges -	12.48
	$7140.09
Expense account credit -	11.76
Total due -	$7128.33

THE BOND REALTY COMPANY

BY: Meyer Mindel
Meyer Mindel, President

Meyer Mindel
Meyer Mindel, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of March, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Meyer Mindel, Assignee, and Meyer Mindel, President of The Bond Realty Company, and made oath in due form of law that the aforegoing is a true and just statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

1961 MAR -3 AM 9:33

Mary A. Lisiecki
Notary Public

7

Jud. 14042.

Assignee
~~XXXXXXXXXXXXXXXXXXXX~~ BOND

No. Equity 14,259

LIBER 131 PAGE 183

Know all Men by these Presents: LIBER 10 PAGE 521

THAT WE Meyer Mindel

of 111 N. Charles 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 Five Hundred and No/100 - - - - - - ($7,500.00) - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 7th *day of* March *in the year of our Lord nineteen hundred and* sixty-one

WHEREAS, the above bounden Meyer Mindel *by virtue of* an assignment of *a power contained in mortgage from* Gordon L. Bailey and Lorraine Bailey, his wife

to Irvington Federal Savings And Loan Association Of Baltimore City, assigned to The Bond Realty Company, assigned to Meyer Mindel for purpose of foreclosure.

dated June 12, 1959 *and recorded in Liber* G. T. C. *No.* 1304 *folio* 196 *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* Meyer Mindel *is about to execute the power vested* by assignment of power *in him/in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary A. Lisiecki
Mary A. Lisiecki

Meyer Mindel [SEAL]
Meyer Mindel

[SEAL]

MARYLAND CASUALTY COMPANY

By A. Robinson Cohee, Jr.
A. Robinson Cohee, Jr., Attorney-in-Fact

ATTEST:

Carol Armstrong
Carol Armstrong

Bond approved this 9th day of March, 1961

George T. Cromwell, Clerk

8

1961 MAR -9 AM 10:27

LIBER 131 PAGE 184

MEYER MINDEL, Assignee of The Bond Realty Company, a Body Corporate 111 N. Charles Street Baltimore 1, Maryland	:	Equity No. 14259
	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs	:	IN EQUITY
GORDON L. BAILEY and LORRAINE BAILEY, His Wife, 13th St. and Camp Road Green Haven Anne Arundel County, Maryland	:	DOCKET FOLIO

MEYER MINDEL, Attorney
111 N. Charles Street
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

located at Green Haven, 3rd District of Anne Arundel County.

Under and by virtue of the power and authority contained in a mortgage from Gordon L. Bailey and Lorraine Bailey, wife, to Irvington Federal Savings and Loan Association of Baltimore City dated June 12, 1959 recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1304 folio 196 the undersigned Assignee of said mortgage for the purpose of foreclosure (default having occurred thereunder) will offer for sale on the premises on

Friday, Mar. 31, 1961
at 2 P. M.

all that lot of ground situated in the 3rd Election District of Anne Arundel County, Maryland described as follows:

Beginning for the same at a pipe at the intersection of the Easterly line of Camp Road (30 feet wide) with the Southerly line of Thirteenth Street (30 feet wide); thence along the Southerly line of said Thirteenth Street North 70 degrees 15 minutes East 105 feet to a pipe; thence leaving said Street and running South 19 degrees 45 minutes East 100 feet to a pipe: thence South 70 degrees 15 minutes West 105 feet to a pipe in the Easterly line of Camp Road; thence along the Easterly line of said Road North 19 degrees 45 minutes West 100 feet to the place of beginning.

Being all of lots 34, 35, 36 and 37 and the Westerly five feet of lot 38, all in Section 22, as shown on the Plat of "Green Haven" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod D9, Plat 346. Subject to an annual ground rent of $78.00. Improved by a dwelling.

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

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from day of sale at 6 per cent per annum. Taxes, ground rent, and all other public charges, if any, to be adjusted to day of sale.

MEYER MINDEL,
Assignee of Mortgage
ALEX COOPER,
Auctioneer

M-30

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 31st day of March, 1961, sold the property described in the attached advertisement of sale at and for the sum of $4,000 cw to Leroy Jacobs and Lottie E. Jacobs, his wife, as tenants by the entireties an undivided one-half interest and the remaining undivided one-half interest to The Bond Realty Company, a body corporate, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper per Leo
Alex Cooper, Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 31st day of March, 1961, purchased the property described in the attached advertisement of sale from Meyer Mindel, Assignee of mortgage, at and for the sum of $4000 cw and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Leroy Jacobs
Lottie E. Jacobs
The Bond Realty Company
By Meyer Mindel, President
Purchaser

TEST:

See Sowerwine

FILED
1961 APR -3 AM 9:52

MEYER MINDEL, Assignee of The Bond Realty Company, a Body Corporate 111 N. Charles Street Baltimore 1, Maryland	:	Equity No. 14259
	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs	:	IN EQUITY
GORDON L. BAILEY and LORRAINE BAILEY, His Wife, 13th St. and Camp Road Green Haven Anne Arundel County, Maryland	:	DOCKET FOLIO

: : : : : : :

LIBER 431 PAGE 185

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Meyer Mindel, Assignee of The Bond Realty Company, to whom the mortgage in these proceedings was assigned for the purpose of foreclosure, and filed in these proceedings as Plaintiff's Exhibits 1, 2 and 3, respectfully shows that after giving bond for the faithful discharge of his trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said Meyer Mindel, Assignee, did, pursuant to said notice, on the 31st day of March, 1961 at 2:00 o'clock P.M. sell on the premises the leasehold property mentioned and described in said mortgage, and in the advertisement attached to the Auctioneer's certificate made a part hereof, unto Leroy Jacobs and Lottie E. Jacobs, his wife, as tenants by the entireties, an undivided one-half interest and the remaining undivided one-half interest unto the Bond Realty Company, a body corporate, at and for the sum of $4,000.00, they having offered the greatest price therefor.

Meyer Mindel, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of April, 1961 before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Meyer Mindel, Assignee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Maryl A. Lisiecki, Notary Public

FILED
1961 APR -3 AM 9:52

ORDER NISI

LIBER 131 PAGE 186

MEYER MINDEL, Assignee of
The Bond Realty Company,
a body corporate
versus
GORDON L. BAILEY and
LORRAINE BAILEY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,259 Equity

Ordered, this 3rd day of April, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by Meyer Mindel, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $ 4,000.00

FILED 1961 APR 3 PM 9:52

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

MEYER MINDEL, Assignee of
The Bond Realty Company,
a body corporate
versus
GORDON L. BAILEY and
LORRAINE BAILEY, his wife

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

ORDERED BY THE COURT, This 9th day of May, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Crane
JUDGE.

FILED
1961 MAY -9 PM 3:16

MEYER MINDEL, Attorney
111 N. Charles Street
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

located at Green Haven, 3rd District of Anne Arundel County.

Under and by virtue of the power and authority contained in a mortgage from Gordon L. Bailey and Lorraine Bailey, wife, to Irvington Federal Savings and Loan Association of Baltimore City dated June 12, 1959 recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1304 folio 196 the undersigned Assignee of said mortgage for the purpose of foreclosure (default having occurred thereunder) will offer for sale on the premises on

Friday, Mar. 31, 1961 at 2 P. M.

all that lot of ground situated in the 3rd Election District of Anne Arundel County, Maryland described as follows:

Beginning for the same at a pipe at the intersection of the Easterly line of Camp Road (30 feet wide) with the Southerly line of Thirteenth Street (30 feet wide); thence along the Southerly line of said Thirteenth Street North 70 degrees 15 minutes East 105 feet to a pipe; thence leaving said Street and running South 19 degrees 45 minutes East 100 feet to a pipe; thence South 70 degrees 15 minutes West 105 feet to a pipe in the Easterly line of Camp Road; thence along the Easterly line of said Road North 19 degrees 45 minutes West 100 feet to the place of beginning.

Being all of lots 34, 35, 36 and 37 and the Westerly five feet of lot 38, all in Section 22, as shown on the Plat of "Green Haven" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod D9, Plat 346. Subject to an annual ground rent of $78.00. Improved by a dwelling.

No. M, 12

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

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from day of sale at 6 per cent per annum. Taxes, ground rent, and all other public charges, if any, to be adjusted to day of sale.

MEYER MINDEL,
Assignee of Mortgage

ALEX COOPER,
Auctioneer

M-30

14,259

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 187

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1961

We hereby certify, that the annexed Mortgage Sale

Gordon L. Bailey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of March, 1961. The first insertion being made the 9th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
APR -3 PM 2:36

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 188

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 2, 1961

We hereby certify, that the annexed

Order Nisi - State

Equity 14,259

Gordon L. Bailey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of May, 1961. The first insertion being made the 6th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillian L. Francis

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,259 Equity

Meyer Mindel, Assignee of The Bond Realty Company, a body corporate

versus

GORDON L. BAILEY and LORRAINE BAILEY, his wife

Ordered, this 3rd day of April, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Meyer Mindel, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the 8th day of May next.

The report states that the amount of sale was $4,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-27

FILED
1961 MAY -3 AM 11:31

M. C. 20144

13

In the Case of

LIBER 131 PAGE 189

Meyer Mindel,
Assignee of
The Bond Realty Company,
vs. a body corporate
Gordon L. Bailey
and
Lorraine Bailey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,259 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. Pickering
Auditor.

May 16, 1961

FILED

1961 MAY 19 PM 12:40

Dr. in ac.

Meyer Mindel, Assignee of The Bond Realty Company, a body corporate,
vs. Gordon L. Bailey and Lorraine Bailey, his wife

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	150	70	250	70
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	18	00	56	00
To Assignee 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		
Maryland Casualty Co. - bond premium	30	00		
Alex Cooper - auctioneer's fee	15	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	4	40		
Mary A. Lisiecki - notary fees	1	50	146	62
To Assignee for Taxes, viz:				
1961 State and County taxes ($103.06) - 3 months	25	77	25	77
To Assignee for Benefit Charges, viz:				
Metered water to 2/1/61	20	10		
Metered water from 2/1/61 to 3/31/61	2	00	22	10
To Assignee for Ground Rent, viz:				
Semi-annual ground rent due 5/12/65 ($39.00) - 4 months 19 days	30	18	30	18
To The Bond Realty Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	3,518	24	3,518	24
			4,049	61
Amount of mortgage claim filed	7,128	33		
Interest @ 6% on principal balance of $6,986.99 from 3/1/61 to 6/26/61 - 3 months 26 days	135	09		
	7,263	42		
Cr. Amount allowed above	3,518	24		
Balance subject to decree in personam	3,745	18		

with

Meyer Mindel, Assignee

Cr.

1961						
Mar.	31	Proceeds of Sale	4,000	00		
		Interest on deferred payment of $3,500.00 to 5/10/31	23	33	4,023	33
		Refund 1961 water and sewer benefit charge ($35.00) - 9 months	26	28	26	28
					4,049	61

ORDER NISI

LIBER 131 PAGE 192

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Meyer Mindel, Assignee of
The Bond Realty Company,
a body corporate
VERSUS
Gordon L. Bailey
and
Lorraine Bailey, his wife

No. 14,259 Equity.

FILED 1961 MAY 19 PM 12:40

ORDERED, This 19th day of May, 19 61., That the Report and Account of the Auditor, filed this day in the above cntitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th 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 26th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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~~ Grantee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 JUN 29 PM 3:18

Matthew L. Evans

17

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 193

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,259 EQUITY

MEYER MINDEL, Assignee of The Bond Realty Company, a body corporate
versus
GORDON L. BAILEY and LORRAINE BAILEY, his wife

Ordered, this 19th 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 contrary thereof be shown on or before the 26th 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 26th day of June next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed Order Nisi Cir. Ct. Eq. 14,259

Gordon L. Bailey

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 26th day of June, 1961. The first insertion being made the 31st day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Louise Tate

FILED

JUN 28 PM 1:00

No. M. G. 2134 1961

LIBER 131 PAGE 194

C. MAURICE WEIDEMEYER Attorney named in Mortgage 236 Main Street Annapolis, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14,213
vs.	:	
FRED M. KAUTZ, JR., and AUDREY L. KAUTZ, his wife, c/o General Delivery Edgewater, Maryland	:	

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage and docket this foreclosure suit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street, Annapolis, Md.
Colonial 3-3957
Attorney named in Mortgage

FILED

1961 FEB -9 PM 3:28

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 1263 PAGE 131

14,213 Equity,

LIBER 131 PAGE 195

THIS MORTGAGE, Made this 27th day of December

in the year nineteen hundred and by and between FRED M. KAUTZ, Jr.

and AUDREY L. KAUTZ, his wife,

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

MAUDE A. WINE, Widow, , Mortgagee , of the second part:

Whereas, the said parties of the first part are justly indebted to the said party of the second part in the amount of $5,800.00, for the balance due on the purchase money of the hereinafter described property, as evidenced by their certain promisorry note of even date herewith in the amount of $5,800.00, bearing interest at the rate of 6% per annum and providing for monthly payments of not less than $55.00 per month, including principal, interest, ~~taxes and insurance~~, beginning on the 1st day of January, 1959 and on the 1st day of each and every month thereafter until paid; said monthly installments to be first credited to the payment of interest and the balance to be credited to the payment of insurance, taxes and principal; with the said Mortgagors having the right of prepayment in part or in whole at any time.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part - do grant and convey unto the said party of the second part, her - heirs and assigns, in fee simple, all those two lots or parcels of ground situate and lying in the Second District of Anne Arundel County aforesaid, and described as follows, to wit:—~~Beginning for~~

Lots Forty-Two (42) and Forty-Three (43), Section "A", as shown on the Plat of Sylvan Shores, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, Folio 55. (Additional reference: Book 7, folio 28)

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed unto the said parties of the first part by the said party of the second part.

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1961 FEB -9 PM 3:28

2

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the party of the second part, her - - - - - - - - - - - - - - - - - - heirs and assigns, forever.

Provided, that if the said parties of the first part, their - - - - - - - - - -

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Fifty-Eight Hundred and no/100 ----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

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

LIBER 131 PAGE 197

And the said Mortgagor s 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, her personal representatives or assigns, or C. Maurice Weidemeyer 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 part ies 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 Fifty-Eight Hundred and no/100 ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , her executors, administrators or assigns, to the extent of her lien or claim hereunder.

Witness our hands and seal s

LIBER 1263 PAGE 133

TEST:

C. Maurice Weidemeyer

Fred M. Kautz, Jr. [SEAL]

Audrey L. Kautz [SEAL]

[SEAL]

State of Maryland, Anne Arundel County , ss:

I Hereby Certify, that on this -27th- day of December in the year one thousand nine hundred and fifty-eight before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fred M. Kautz, Jr. and Audrey L. Kautz, 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 J. Norman Smith, who, being duly sworn and on oath deposes and says that he is the agent of Maude A. Mine and as such agent 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.

750

Rec'd for record Dec 29, 1958 at 10:28 A.M.

Mildred P. Brice
Mildred P. Brice -Notary Public

Mailed to C. Maurice Weidemeyer

4

LIBER 131 PAGE 198

LAW OFFICES
C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland

MORTGAGE

FROM

FRED M. KAUTZ, JR. and

AUDREY L. KAUTZ, his wife,

TO

MAUDE A. WINE, Widow

Lots 42 & 43, Section A
BLOCK NO.
Sylvan Shores - 2nd Dist.

Received for Record _____, 19____,
at _____ o'clock _____ M. Same day recorded
in Liber _____ No. _____ Folio _____ &c.,
_____ Records of _____
and examined per
_____, Clerk.
Cost of Record, $ 750 Rd

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1958 DEC 29 AM 10:28
& RECORDED IN LIBER GTC
NO. 1263 FOLIO 133
GEO. H. CROMWELL, CLERK

Nov. 18, 1960

FOR VALUE RECEIVED, I hereby assign and transfer the within mortgage unto Elizabeth W. Richardson and Marjorie W. Kanost equally and as tenants in common.

AS WITNESS my hand and seal.

Witness:

Lawrence J. Simmons

Lawrence J. Simmons

6985.

Ernest E. Dematatis (SEAL)

Ernest E. Dematatis, Executor,
Estate of Maude A. Wine, deceased.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1960 NOV 22 AM 10:54
& RECORDED IN LIBER GTC
NO. 1263 FOLIO 133
GEO. H. CROMWELL, CLERK

9

LIBER 131 PAGE 199

C. MAURICE WEIDEMEYER, Attorney named in Mortgage	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
FRED M. KAUTZ, JR., and AUDREY L. KAUTZ, his wife	:	EQUITY NO. 14,213
	:	
	:	

AFFIDAVIT OF NON-MILITARY STATUS OF MORTGAGORS

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

C. Maurice Weidemeyer, being first duly sworn, and on oath deposes and says that he is the attorney named in the mortgage filed herein, that he personally knows Fred M. Kautz, Jr., and Audrey L. Kautz, his wife, and that both of said parties are citizens of the United States, presently residing in Anne Arundel County, State of Maryland, and receiving their mail at General Delivery, Edgewater, Maryland, and that neither of said parties are in the Military Service of the United States as defined by the Soldiers and Sailors Civil Relief Act.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Subscribed and sworn to before me this 9th day of February, 1961.

Mary Harrison

Mary Harrison - Notary Public

FILED

1961 FEB -9 PM 3:23

6

C. MAURICE WEIDEMEYER Attorney named in Mortgage	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	EQUITY NO. 14,213
FRED M. KAUTZ, Jr., and AUDREY L. KAUTZ, his Wife	:	
	:	
	:	

LIBER 131 PAGE 200

STATEMENT OF ACCOUNT

Original Amount of Mortgage dated December 27,1958-----$5,800.00

Principal amount of Mortgage still due ---------- 5,522.29

Plus interest thereon at 6% from November 27,1960------

Mortgage is now in default by reason of no payments having been made on account thereof since November 27, 1960; taxes for the years 1960 and 1961 have not been paid, and Mortgagors have failed to keep property insured.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney named in Mortgage

STATEOF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I hereby certify that on this 9th day of February, 1961, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared C. MAURICE WEIDEMEYER, who made oath in due form of law that he is the attorney named in the Mortgage herein dated December 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1263, at folio 131, and that the aforegoing constitutes a true and just account of the balance remaining due and unpaid on said mortgage.

As Witness my hand and Seal.

Mary Harrison

Mary Harrison - Notary Public

FILED

1961 FEB -9 PM 3:28

7

LIBER 10 PAGE 494

LIBER 131 PAGE 201

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND NO. 14,213 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, C. MAURICE WEIDEMEYER, **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** SIX THOUSAND, FIVE HUNDRED ($6,500.00) DOLLARS **current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this** 10th **day of** February , 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Fred M. Kautz, Jr. and Audrey L. Kautz, his wife, to Maude A. Wine **bearing date on or about the** 27th **day of** December , 1958 , **the said** C. Maurice Weidemeyer **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** C. Maurice Weidemeyer **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

C. Maurice Weidemeyer (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle

GLOBE INDEMNITY COMPANY, A body corporate

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

SURETY

Bond approved this 10 day of February 1961

George T. Cromwell, Clerk

FILED

1961 FEB 10 PM 1:41

8

14,213

LIBER 131 PAGE 202

C. MAURICE WEIDEMEYER
Attorney
236 Main Street
Annapolis, Maryl

Attorney's Sale

Of Valuable Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Fred M. Kautz and Audrey L. Kautz, his wife, dated December 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1263, folio 131, default having occurred thereunder, the undersigned Attorney will offer for sale at Public Auction at the Court House door, Church Circle, Annapolis, Maryland on

Tuesday
March 14, 1961
at 11:00 o'clock, A.M.

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

Known and designated as Lots Nos. 42 and 43, Section A, as shown on a Plat of Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 7, at folio 28 (also in Plat Book F.S.R. No. 2, folio 55), being the same property which by deed dated December 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1263, at folio 129, was granted and conveyed from Maude A. Wine, widow, to Fred M. Kautz, Jr., and Audrey L. Kautz, his wife.

The above property has a total frontage of 60 feet, more or less, on the sandy beach, and has a beautiful view of South River, and is improved by a small frame dwelling house with front porch, living room, fireplace, bedroom, kitchen and bath.

TERMS OF SALE: A cash deposit of $700.00 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:

C. Maurice Weidemeyer
Attorney
236 Main Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

M-9

No. 9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed

Attorney's Sale.

Fred M. Kautz

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

By H. Tilghmans

ROBERT H. CAMPBELL - - - - - - - - - AUCTIONEER

LIBER 131 PAGE 203

C. MAURICE WEIDEMEYER
Attorney
236 Main Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Fred M. Kautz and Audrey L. Kautz, his wife, dated December 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1263, folio 131, default having occurred thereunder, the undersigned Attorney will offer for sale at Public Auction at the Court House door, Church Circle, Annapolis, Maryland, on

TUESDAY, MARCH 14, 1961

at 11:00 o'clock, A.M.

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

Known and designated as Lots Nos. 42 and 43, Section A, as shown on a Plat of Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 7, at folio 28 (also in Plat Book F.S.R. No. 2, folio 55), being the same property which by deed dated December 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1263, at folio 129, was granted and conveyed from Maude A. Wine, widow, to Fred M. Kautz, Jr., and Audrey L. Kautz, his wife.

The above property has a total frontage of 60 feet, more or less, on the sandy beach, and has a beautiful view of South River, and is improved by a small frame dwelling house with front porch, living room, fireplace, bedroom, kitchen and bath.

TERMS OF SALE: A cash deposit of $700.00 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:

C. MAURICE WEIDEMEYER
Attorney
236 Main Street
Annapolis, Maryland

FILED
1961 MAR 20 AM 9:40

CERTIFICATE OF AUCTIONEER

LIBER 131 PAGE 204

I HEREBY CERTIFY that on this 14th day of March, 1961, at 11:00 A.M., at the Court House Door, I sold at Public Auction the property described on the reverse side hereof to Matthew Watson & Beulah B. Donavin, his wife

at and for the price of $5500.00 xx, he/they being then and there the highest bidder therefor.

AND I FURTHER CERTIFY that in my opinion the sale was fairly and properly conducted, and that the price received therefor is a reasonable price for said property.

Robert H. Campbell, Auctioneer

I/we, the undersigned, having purchased the property described on the reverse side hereof, at and for the amount of $5500.00 herewith deposit the sum of $700.00 and agree to be bound by the terms of said sale as shown on the reverse side hereof.

Matthew Watson Donavin

Beulah B. Donavin

Date March 14, 196

Received of Matthew Watson Donavin & Beulah B. Donavin, his wife,

the sum of $700.00 xx as deposit on above sale.

C. Maurice Weidemeyer, attorney

FILED

1961 MAR 20 AM 9:40

C. MAURICE WEIDEMEYER
Attorney named in Mortgage

VS.

LIBER 131 PAGE 205

[redacted] : IN THE CIRCUIT COURT FOR
[redacted] ANNE ARUNDEL COUNTY
FRED M. KAUTZ AND AUDREY :
L. KAUTZ, HIS WIFE

EQUITY NO. 14,213

:

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Report of Sale of C. Maurice Weidemeyer, Attorney named in the mortgage filed herein, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Fred M. Kautz and Audrey L. Kautz, his wife, to Maude A. Wine, widow, dated December 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1263, at folio 131, default having occurred thereunder, and after having given bond with security as required by law, and after having given due notice of the time and place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, for more than three successive weeks, and by printed handbills posted at the Court House door, distribution by hand throughout the County and by mail, and by posting of said handbill notice on the property itself, and having complied with all the other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House door, Annapolis, Maryland, on Tuesday, March 14, 1961, at 11 o'clock A.M., and then and there sold the said property to Matthew Watson Donavin and Beulah B. Donavin, his wife, at and for the sum of Five Thousand Five Hundred Dollars ($5,500.00), they being at that figure the highest bidder therefor, said property being the following described property:

FILED

1961 MAR 20 AM 9:40

12

All those two lots known and designated as Lots Nos. 42 and 43, Section A, as shown on a Plat of Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 7, at folio 28 (also in Plat Book F.S.R.No.2, folio 55), being the same property which by deed dated Dec. 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1263, at folio 129, was granted and conveyed from Maude A. Wine, widow, to Fred M. Kautz, Jr., and Audrey L. Kautz, his wife.

The above property has a total frontage of 60 feet, more or less, on the sandy beach, and has a beautiful view of South River, and is improved by a small frame dwelling house with front porch, living room, fireplace, bedroom, kitchen and bath.

And the said attorney further reports that he has received from the purchasers a deposit in the amount of Seven Hundred Dollars ($700.00), in accordance with the terms of sale.

TERMS OF SALE: A cash deposit of $700.00 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.

Attached hereto and prayed to be considered as a part hereof is a copy of the handbill printed and circulated as aforesaid, on the reverse side of which is contained the following: (a) Certificate of auctioneer, (b) Agreement of Purchasers, (c) Receipt for Deposit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney named in Mortgage

13

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

I hereby certify that on this 17th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. MAURICE WEIDEMEYER, the 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.

Mary Harrison

Mary Harrison - Notary Public

13 A

ORDER NISI

LIBER 131 PAGE 208

C. MAURICE WEIDEMEYER,
Attorney named in Mortgage

versus

FRED M. KAUTZ, JR., and
AUDREY L. KAUTZ, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,213 Equity

Ordered, this 20th day of March, 1961, That the sale of the Property in these proceedings mentioned, made and reported by C. Maurice Weidemeyer, 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 $5,500.00

FILED 1961 MAR. 20 AM 9:40

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

C. MAURICE WEIDEMEYER,
Attorney named in Mortgage

versus

FRED M. KAUTZ, JR., and
AUDREY L. KAUTZ, 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.

D. Barrie Dunbett
JUDGE.

FILED
1961 APR 25 PM 1:50

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 209

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,213 Equity
C. MAURICE WEIDEMEYER, Attorney named in Mortgage
versus
FRED M. KAUTZ, JR., and AUDREY L. KAUTZ, his wife

Ordered, this 20th day of March, 1961, That the sale of the Property in these proceedings mentioned, made and reported by C. Maurice Weidemeyer, 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 $5,500.00.

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. 14,213

Fred M. Kautz, 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.

FILED

No. M. G. 1995 1961 APR 17 AM 11:5 By N. Tilghman

15

LIBER 131 PAGE 210

In the Case of

C. Maurice Weidemeyer,
Attorney named in Mortgage

vs.

Fred M. Kautz, Jr.,
and
Audrey L. Kautz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,213 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

May 17, 1961

FILED
1961 MAY 22 PM 2:19

Dr. C. Maurice Weidemeyer, Attorney named in Mortgage vs. Fred M. Kautz, Jr., and Audrey L. Kautz, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	196	10	296	10
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50		
			51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale	15	00		
Capital-Gazette Press - order nisi (acct	12	00		
Speer Publications, Inc. - handbills	15	92		
Globe Indemnity Co. - bond premium	26	00		
Robert H. Campbell - auctioneer's fee	45	00		
Richard N. Hambleton - liens check	10	00		
D. H. Carpenter, Agent - fire insurance premium to 5/15/61	5	94		
One-half Federal documentary stamps	3	02		
One-half State documentary stamps	6	05		
Mary Harrison - notary fees	1	50	203	43
To Attorney for Taxes, viz:				
1960 State and County taxes and interest	75	20		
1960 State and County taxes ($71.76) - 2 months 13 days	14	55		
			89	75
To Attorney for Benefit Charges, viz:				
Sylvan Shores Services Co., Inc. - water and garbage collection for March, 1961	38	90	38	90
To Maude A. Wine, mortgagee - this balance on account mortgage claim	4,857	12	4,857	12
			5,536	30
Amount of mortgage claim filed	5,522	29		
Interest thereon @ 6% from 11/27/60 to 6/19/61 - 5 months 23 days	159	22		
	5,681	51		
Cr. Amount allowed above	4,857	12		
Balance subject to decree in personam	824	39		

17

with

C. Maurice Weidemeyer, Attorney named in Mortgage

Cr.

1961				
Mar.	14	Proceeds of Sale	5,500 00	
		Interest on deferred payment of $4,800.00 - 1 month 16 days	36 80	5,536 80
				5,536 80

ORDER NISI

LIBER 131 PAGE 213

C. Maurice Weidemeyer,

Attorney named in Mortgage

VERSUS

Fred M. Kautz, Jr.,

and

Audrey L. Kautz, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,213 Equity.

FILED 1961 MAY 22 PM 2:19

ORDERED, This 22nd 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 26th 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 26th day of June next

George T. Cross, Jr. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 JUN 29 PM 3:18

Matthew S. Evans

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 214

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,213 Equity

C. MAURICE WEIDEMEYER, Attorney named in Mortgage

versus

FRED M. KAUTZ, JR., and AUDREY L. KAUTZ, his wife

Ordered, this 22nd 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 26th 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 26th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,213 Auditor Account Fred M. Kautz, 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 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 21377

1961 JUN 28 PM 12:59

20

LIBER 131 PAGE 215

Docket ..... Folio .....
Case No. 14,235
Filed .....

ALAMO PERMANENT BUILDING &
LOAN ASSOCIATION, INC.

vs.

ERNEST MOYER AND
MAGDELENE MOYER, His wife

IN THE

Circuit Court No. 2

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 29th day of September A.D. 1956 the defendants executed and delivered to the Alamo Permanent Building & Loan Assn., Inc. a mortgage upon certain property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $4,400 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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

And as in duty, &c.

.....

Attorney for Plaintiff

FILED
1961 FEB 15 AM 11:12

FILED
1961 FEB 21 AM 9:54

No. 14235 Equity

Purchase Money

This Mortgage, Made this 29th day of September,

in the year one thousand nine hundred and fifty-six, between ERNEST MOYER and MAGDELENE MOYER, his wife, -

of the County of Anne Arundel - - - - - - - - - - , in the State of Maryland, Mortgagor s , and the ALAMO PERMANENT BUILDING AND LOAN ASSOCIATION, INC., - - - - - - - - - - - - - - - - - -

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said ERNEST MOYER and MAGDELENE MOYER, his wife, - - - - - - - - - -

being member s of the said body corporate -

have received therefrom an advance of FORTY-FOUR HUNDRED ($4,400.00) - - - - - - - - - - -

- Dollars -

on - - - - - - - - - Forty-four (44) - - - - - - - - shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said ERNEST MOYER and MAGDELENE MOYER, his wife, - - - - - - - - - - - - - - - - -

do grant unto the ALAMO PERMANENT BUILDING AND LOAN ASSOCIATION, INC., a body corp.,

and its successors and assigns, all that -

piece or parcel of ground situate and lying in the Third District of Anne Arundel County, ~~xxxxxxxxxxxxxxxxx~~.

and described as follows:

BEGINNING for the same at a bounded stone, one of the outside boundaries of the whole tract, said stone being at the end of the North sixty-nine (69) degrees East twenty-seven (27) perch line mentioned in a Deed from John Arnold to Thomas Arnold, dated June 9, 1856, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 5 folio 508, thence with the outlines South fifty-one (51) degrees forty-one (41) minutes West seventeen hundred forty-nine and five-tenths (1749.5) feet to another bounded stone, thence leaving the outlines South fifty-one (51) degrees forty-one (41) minutes West sixty-nine (69) feet to a stake on the North side of a twenty foot road leading past the M.E. Church to the County Road to Arnolds Station, thence with the said twenty foot road North twenty (20) degrees forty-five (45) minutes West four hundred seventeen and five-tenths (417.5) feet to a stake, thence leaving the said twenty foot road North fifty-seven (57) degrees no (00) minutes East eleven hundred sixty-one and eight-tenths (1161.8)

2

3

feet to a stake on the outlines, thence with the outlines South twenty-three (23) degrees nineteen (19) minutes East forty-four (44) feet, North seventy-eight (78) degrees forty-one (41) minutes East one hundred twenty-three and nine-tenths (123.9) feet, North seventy-five (75) degrees forty-five (45) minutes East four hundred seventy-eight and five-tenths (478.5) feet to the beginning stone.

Containing 11.3 acres, more or less.

BEING the same parcel of ground described in a Deed from William Sinsky and wife to the Mortgagors herein, of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

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

IF, HOWEVER, the said Mortgagor shall make the payments and perform the covenants herein on part contained, then this Mortgage shall be void.

AND the said Mortgagor s, for themselves, their heirs, executors, administrators and assigns, covenant with the said Mortgagee, - its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five cents on each of said forty-four shares of stock as dues, until the combined payment of dues shall amount to One Hundred ($100.00) - - - - - - - - - - - Dollars for each of said forty-four (44) shares, and also to pay weekly, the sum of twelve cents - - - - - - - - - - - - - - - cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred ($100.00) - - - - - - dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR hereby covenant to pay to the said MORTGAGEE, the further sum of One — Dollars and — cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or William Sinsky, 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 power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hand s and seal of the said Mortgagor s:

TEST:

William Sinsky

Ernest Moyer (SEAL)

Magdelene Moyer (SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 29th day of September, in the year one thousand nine hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ernest Moyer and Magdelene Moyer, his wife, - the Mortgagor s named in the aforegoing Mortgage, and they each - - - - - - - - - - acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Paul Kramer, the President of the ALAMO PERMANENT BUILDING AND LOAN ASSOCIATION, INC., - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

William Sinsky
Notary Public.

Rec'd for record Oct 3 1956 at 9:03 A.M.

Mailed to William Sinsky

Militar, Affidavit under Soldiers' and Sa.. .s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 131 PAGE 219

ALAMO PERMANENT BUILDING & LOAN ASSOCIATION, INC.

vs.

ERNEST MOYER AND MAGDELENE MOYER

IN THE

CIRCUIT COURT No. 2

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket ..... **Folio** .....

Case No. 14235

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared William Sinsky

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.

Affiant.

Subscribed ~~and~~ sworn to before me this 14th day of February 1961

Notary Public

FILED

1961 FEB 21 AM 9:54

5

STATEMENT OF MORTGAGE CLAIM

ALAMO PERMANENT BUILDING AND LOAN ASSOCIATION, INC.

vs.

ERNEST MOYER and MAGDELENE MOYER, his wife

DOCKET ..... FOLIO .....
CASE NO. 14,235
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

LIBER 131 PAGE 220

STATEMENT OF MORTGAGE DEBT

Address of Property	Arnold, Maryland	
Amount of Mortgage	$4,400.00	
Less Amount Paid of Principal	1,123.71	
Balance Due		$3,276.29
Interest From 9-8 to 12-1	47.52	
		47.52
		$3,323.81
Less Credit in Expense Account		22.50
Amount Due For Release of Mortgage		$3,301.31

Alvin Wolpoff, Secretary (seal)

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th 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 Alvin Wolpoff, Secretary of the Alamo Permanent Building and Loan Association, Inc.

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

As witness my hand and Notarial Seal,

Notary Public.

FILED
1961 FEB 21 AM 9:55

6

of Anne Arundel County

Decree in Circuit Court ~~No. 2 of Baltimore City~~

ALAMO PERMANENT BUILDING &

LOAN ASSOCIATION, INC.

vs.

ERNEST MOYER and

MAGDELENE MOYER, his wife

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

CASE No. 14235

FILED .....

IN THE

Circuit Court ~~No. 2~~

—OF—

~~BALTIMORE CITY~~.
ANNE ARUNDEL COUNTY

..... TERM, 1961

LIBER 131 PAGE 221

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 ..... day of February ..... in the year nineteen hundred and sixty-one ..... by the Circuit Court ~~No. 2 of Baltimore City~~ of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William Sinsky be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Thirty-five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their 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 Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Trustee's Bond

Equity No. 14,235

LIBER 431 PAGE 530

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, William Sinsky, 337 St. Paul Place, Baltimore 2, Md., as principal, and National Surety Corp., a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand ($4000.00) 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 20th day of Mar. in the year of our Lord one thousand nine hundred and Sixty-one

WHEREAS, the above bounden William Sinsky of Anne Arundel County in Equity by virtue of a decree of the Honorable the Judge of the Circuit Court ~~No. 2 of Baltimore City~~, has been appointed trustee to sell Certain Properties mentioned in the proceedings in the case of Miami Permanent Building & Loan Association of Baltimore City, Inc. vs. Ernest Mayer and Magdalene Mayer Brumfel now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN William Sinsky 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 virture in law.

Signed, sealed and delivered in the presence of

C. Melvin Heimbach

William Sinsky [SEAL]

[SEAL]

[SEAL]

National Surety Corporation

By: John H. McFaul [SEAL]
Attorney-in-fact
JOHN H. McFAUL,

C. MELVIN HEIMBACH AS TO ALL

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the National Surety Corporation a corporation of the State of New York does hereby constitute and appoint Rose M. Bausch, Estelle M. Fiedler and John H. McFaul jointly or severally 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 No. 2 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 National Surety Corporation duly affixed by its Vice-President and attested by its Assistant Secretary, this 23rd Day of April, 1956.

NATIONAL SURETY CORPORATION

By: C. A. Keppler
Vice-President

ATTEST:

Geo. F. Texido
Assistant Secretary

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

NATIONAL SURETY CORPORATION

Catherine F. Minderlein
Resident *Assistant Secretary*
Catherine F. Minderlein

FILED MAR 21 1961 AM 10:42

Mar. 20th, 1961

Bond approved this 21st day of March, 1961

George J. Cromwell, Clerk

8

The Alamo Permanent Building and Loan Association, Inc. of Baltimore City

Vs.

Ernest Moyer and Magdelene Moyer, his wife

WILLIAM SINSKY
Solicitor
337 St. Paul Place
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE-SIMPLE IMPROVED ACREAGE

Containing Approx. 11.3 Acres Situate Near Road leading past M.E. Church And Near Arnolds Station, ARNOLD, Anne Arundel County, Maryland

By virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned, Trustee, will sell at public auction on the premises, on

Tues., March 21, 1961 at 2 P. M.

ALL THAT FEE SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in the Third District of Anne Arundel County and described as follows:

BEGINNING for the same at a bounded stone, one of the outside boundaries of the whole tract, said stone being at the end of the North sixty-nine (69) degrees East twenty-seven (27) perch line mentioned in a Deed from John Arnold to Thomas Arnold, dated June 9, 1856, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 5 folio 508, thence with the outlines South fifty-one (51) degrees forty-one (41) minutes West seventeen hundred forty-nine and five-tenths (1749.5) feet to another bounded stone, thence leaving the outlines South fifty-one (51) degrees forty-one (41) minutes West sixty-nine (69) feet to a stake on the North side of a twenty foot road leading past the M.E. Church to the County Road to Arnolds Station, thence with the said twenty foot road North twenty (20) degrees forth-five (45) minutes West four hundred seventeen and five-tenths (417.5) feet to a stake, thence leaving the said twenty foot road North fifty-seven (57) degrees no (00) minutes East eleven hundred sixty-one and eight-tenths (1161.8) feet to a stake on the outlines, thence with the outlines South twenty-three (23) degrees nineteen (19) minutes East forty-four (44) feet, North seventy-eight (78) degrees forty-one (41) minutes East one hundred twenty-three and nine-tenths (123.9) feet, North seventy-five (75) degrees forty-five (45) minutes East four hundred seventy-eight and five-tenths (478.5) feet to the beginning stone. Containing 11.3 acres, more or less.

TERMS OF SALE: One-third cash, balance in 6 and 12 months, or all cash, as the purchaser may elect at the time of sale, and to be secured to the satisfaction of the undersigned Trustee. All expenses to be adjusted to date of sale. A deposit of $500 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

WILLIAM SINSKY, Trustee
ALEX COOPER
Auctioneer

M-16

In The Circuit Court

For

Anne Arundel County
(In Equity)

Auctioneer's Certificate

I hereby certify that I have this 21st day of March, 1961, sold the property described in the attached advertisement of sale at and for the sum of $ 3,700 to JOSEPH W. LAZINSKY, he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper Auctioneer

Purchaser's Agreement

I hereby certify that I have this 21st day of March, 1961, purchased the property described in the attached advertisement of sale from William Sinsky, Trustee, at and for the sum of $ 3,700 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

Purchaser

Test:

9

14,235

ALAMO PERMANENT BUILDING & LOAN ASSOCIATION, INC.

vs.

ERNEST MOYER & MAGDELENE MOYER, his wife

IN THE

Circuit Court

—OF—

Anne Arundel Co.

~~BALTIMORE CITY~~

LIBER 131 PAGE 224

To The Honorable
Judge of the Circuit Court of Baltimore City:

The Report of Sale of William Sinsky Trustee appointed by the decree in the above entitled cause, to make sale of the land consisting of 11.3 acres in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Maryland Gazette a daily newspaper published in ~~Baltimore City~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee William Sinsky did pursuant to said notice on Tuesday the 21st day of March 19 61 at 2:00 o'clock P. M., attend on the premises and then and there sold to the highest bidder, none being higher at and for the price of Thirty-seven Hundred ($3700.00) Dollars to Joseph W. Lazinsky. Purchaser.

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 21st day of March 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Sinsky Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Notary Public.

FILED

1961 MAR 22 AM 11:24

10

ORDER NISI

LIBER 131 PAGE 225

ALAMO PERMANENT BUILDING AND LOAN ASSOCIATION, INC.

versus

ERNEST MOYER and MAGDELENE MOYER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,235 Equity

Ordered, this 22nd day of March, 19 61, That the sale of the Property in these Proceedings mentioned made and reported by William Sinsky, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

The report states that the amount of sale was $ 3,700.00.

FILED: Mar. 22, 1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

ALAMO PERMANENT BUILDING & LOAN ASSOCIATION, INC.

versus

ERNEST MOYER & MAGDELENE MOYER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of May, 1961 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bruce Duckett

JUDGE.

FILED

1961 MAY -2 PM 1:53

WILLIAM SINSKY
Solicitor
337 St. Paul Pla
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE-SIMPLE IMPROVED ACREAGE

Containing Approx. 11.3 Acres
Situate Near Road leading past M.E. Church And Near Arnolds Station, ARNOLD.
Anne Arundel County, Maryland

By virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, the, undersigned, Trustee, will sell at public auction on the premises, on

Tues., March 21, 1961
at 2 P. M.

ALL THAT FEE SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in the Third District of Anne Arundel County and described as follows:

BEGINNING for the same at a bounded stone, one of the outside boundaries of the whole tract, said stone being at the end of the North sixty-nine (69) degrees East twenty-seven (27) perch line mentioned in a Deed from John Arnold to Thomas Arnold, dated June 9, 1856, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 5 folio 508, thence with the outlines South fifty-one (51) degrees forty-one (41) minutes West seventeen hundred forty-nine and five-tenths (1749.5) feet to another bounded stone, thence leaving the outlines South fifty-one (51) degrees forty-one (41) minutes West sixty-nine (69) feet to a stake on the North side of a twenty foot road leading past the M.E. Church to the County Road to Arnolds Station, thence with the said twenty foot road North twenty (20) degrees forth-five (45) minutes West four hundred seventeen and five-tenths (417.5) feet to a stake, thence leaving the said twenty foot road North fifty-seven (57) degrees no (00) minutes East eleven hundred sixty-one and eight-tenths (1161.8) feet to a stake on the outlines, thence with the outlines South twenty-three (23) degrees nineteen (19) minutes East forty-four (44) feet, North seventy-eight (78) degrees forty-one (41) minutes East one hundred twenty-three and nine-tenths (123.9) feet. North seventy-five (75) degrees forty-five (45) minutes East four hundred seventy-eight and five-tenths (478.5) feet to the beginning stone. Containing 11.3 acres, more or less.

TERMS OF SALE: One-third cash, balance in 6 and 12 months, or all cash, as the purchaser may elect at the time of sale, and to be secured to the satisfaction of the undersigned Trustee. All expenses to be adjusted to date of sale. A deposit of $500 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

WILLIAM SINSKY, Trustee
ALEX COOPER
Auctioneer

M-16

OFFICE OF 14,235

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 226

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Trustee's Sale

Thomas Arnold,
near Arnolds Station

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of March, 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

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 227

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,235

Ernest Moyer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of May, 1961. The first insertion being made the 30th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,235 Equity

Alamo Permanent Building & Loan Association, Inc.

versus

ERNEST MOYER and MAGDELENE MOYER, his wife

Ordered, this 22nd day of March, 1961, That the sale of the Property in these Proceedings mentioned made and reported by William Sinsky, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before tho 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

The report states that the amount of sale was $3,700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-20

No. M. G. 22121

FILED
1961 MAY -1 AM 11:46

In the Case of

Alamo Permanent Building and Loan Association, Inc.

vs.

Ernest Moyer

and

Magdelene Moyer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,235 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 18, 1961

Laura R. Jicklin
Auditor.

FILED

1961 MAY 20 AM 11:22

Dr. in ac.

Alamo Permanent Building & Loan Association, Inc. vs. Ernest Moyer and Magdelene Moyer, his wife

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	141	88	241	88
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	18	00		
			56	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	77	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	54	95		
Daily Record - advertising sale	9	46		
National Surety Corp. - bond premium	16	00		
Alex Cooper - auctioneer's fee	146	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	4	40		
Howard A. Sinsky - notary fees	1	00	338	01
To Trustee for Taxes, viz:				
1960 State and County taxes and interest	52	21		
1961 State and County taxes ($49.83) - 2 months 21 days	11	23		
			63	44
To Alamo Permanent Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	3,030	02	3,030	02
			3,729	35
Amount of mortgage claim filed	3,301	31		
Interest @ 6% on principal balance of $3,276.29 from 12/1/60 to 6/26/61 - 6 months 25 days	111	94		
	3,413	25		
Cr. Amount allowed above	3,030	02		
Balance subject to decree in personam	383	23		

15

with William Sinsky, Trustee Cr.

1961				
Mar.	21	Proceeds of Sale	3,700 00	
		Interest on deferred payment of $3,200.00 to 5/16/61	29 35	3,729 35
				3,729 35

ORDER NISI

LIBER 131 PAGE 231

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Alamo Permanent Building & Loan Association, Inc.

VERSUS

Ernest Moyer

and

Magdelene Moyer, his wife

No. 14,235 Equity.

ORDERED, This 20 th 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 26th 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 26th day of June next.

FILED
1961 MAY 20 AM 11:22

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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 29 PM 3:

Matthew S. Evans

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 232

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 14,235

Ernest Moyer

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 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,235 EQUITY

Alamo Permanent Building & Loan Association, Inc.

versus

ERNEST MOYER and MAGDELENE MOYER, his wife

Ordered, this 20th 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 26th 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 26th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

Ju-8

No. M. G. 21375

FILED

1961 JUN 28 PM 1:00

18

LIBER 131 PAGE 233

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
NOEL MULLINS and VIRGINIA D. MULLINS, his wife	:	ANNE ARUNDEL COUNTY In Equity
	: : : : : : : : : :	No. 13,103 Equity

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1959 FEB 20 PM 12:07

#2 City-County Form.

LIBER 1152 PAGE 210

No. 13,103 Equity

PETITIONER'S EXHIBIT "A"

LIBER 131 PAGE 234

This Mortgage, Made this 12th day of September, in the year one thousand, nine hundred and fifty-seven - - -, between NOEL MULLINS and VIRGINIA D. MULLINS, his wife, - of Anne Arundel County - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of EIGHTY-EIGHT HUNDRED - - - - - - - - - - - - - - -($8,800.00) - Dollars, being part of the purchase money for the property hereinafter described.

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

By the payment on or before the first day of each month from date hereof;

(A) of the sum of SEVENTY FOUR AND 50/100----------($74.50)---------- Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of TEN AND 00/100------------------($10.00)------------Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lots Nos. 34 and 35 in Section "O" as shown on Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County and filed in Plat Cabinet No. 2 Rod D-9 Plat No. 348 (now Plat Book No. 15 folio 5). Said lots fronting fifty feet on the north side of Creswell Avenue with a depth northerly of even width of 107.5 feet. The improvements thereon being known as No. 348 Creswell Road.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by WALTER D. HEISLER and WILMA D. HEISLER, his wife, to NOEL MULLINS and VIRGINIA D. MULLINS, his wife, the within Mortgagors.

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1959 FEB 20 PM 12:07

2

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years now to come and unexpired therein with the benefit of renewal forever subject to the payment of the yearly rent of $ xxxxxxxxxxxxx payable in equal semi annual instalments on the xxxxxxxxxxxxxx days of xxxxxxxxxxxxxxxx and xxxxxxxxxxxxxxx in each and every year~~ forever in fee simple.

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

And the said Mortgagor S, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon. for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their - heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor S, their - heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor S, their - heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagor S, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their -assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor S do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their - heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

George A Heinfield
George A. Heinfield

Noel Mullins (SEAL)
NOEL MULLINS

Virginia D. Mullins (SEAL)
VIRGINIA D. MULLINS

4

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of September, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared NOEL MULLINS and VIRGINIA D. MULLINS, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. Taylor Boden, Agent ~~President~~ of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

GEORGE A. HEINFIELD NOTARY PUBLIC BALTIMORE CITY

George A. Heinfield
George A. Heinfield Notary Public.

My commission expires May 4th - - , 1959.

Rec'd for record Sept. 19, 1957, at 12:07 P.M.
Mailed to The Security Title Guarantee Corp. of Baltimore

MORTGAGE

FROM

NOEL MULLINS and

VIRGINIA D. MULLINS, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record ______ at ______ o'clock ______ M. Same day recorded in Liber ______ No. ______ Folio ______ etc., one of the ______ Records of ______ and examined per ______, Clerk.

Cost of Record, $ ______

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

The Daily Record Company, Baltimore, Md.

FILE NO. 35180
WRITTEN BY
FORM APPROVED
READY FOR RECORD

LIBER 131 PAGE 238

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
NOEL MULLINS and VIRGINIA D.	:	ANNE ARUNDEL COUNTY
MULLINS, his wife	:	
	:	In Equity

No. 13,103 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of mortgage claim of Fraternity Federal Savings and Loan Association under the mortgage from Noel Mullins and Virginia D. Mullins, his wife to Fraternity Federal Savings and Loan Association dated September 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1152, folio 210.

Noel Mullins and wife
348 Creswell Road
Anne Arundel County

February 13, 1959

Original amount of loan	$8,800.00
Interest	754.31
Late Charges	23.52
Sanitary Charges	53.00
Taxes	81.54
	$9,712.37
Less amount of payments	1,278.09
Balance Due	$8,434.28

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION,

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

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

I HEREBY CERTIFY that on this 16th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland , in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED
1959 FEB 20 PM 12:07

Notary Public

6

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
NOEL MULLINS and	:	ANNE ARUNDEL COUNTY
VIRGINIA D. MULLINS, his wife	:	In Equity
: : : : : : :		No. 13,103 Equity

LIBER 131 PAGE 239

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Noel Mullins and Virginia D. Mullins, his wife to Fraternity Federal Savings and Loan Association dated September 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1152, folio 210.

Noel Mullins and wife
348 Creswell Road
Anne Arundel County

February 23, 1961

Original amount	$8,800.00
Interest through February	1,698.33
Late charges	98.14
Sanitary Charge	79.50
Taxes	287.30
Fire Insurance	87.31
	$11,050.58
Less payments	3,306.93
Balance due	$7,743.65

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: William G. Riggs
WILLIAM G. RIGGS, Secretary

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

I HEREBY CERTIFY that on this 23rd 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert E. Moore
HERBERT E. MOORE, Notary Public

FILED

1961 FEB 28 PM 3:27

7

LIBER 131 PAGE 240

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
NOEL MULLINS and VIRGINIA D.	:	ANNE ARUNDEL COUNTY
MULLINS, his wife	:	In Equity
: : : : : : :		No. 13,105 Equity

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

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, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Noel Mullins and Virginia D. Mullins, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Noel Mullins and Virginia D. Mullins, his wife are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

HERBERT C. MOORE Notary Public

FILED

1961 MAR 17 AM 10:43

8

LIBER 131 PAGE 241

ROBERT H. CAMPBELL . . . . . Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT ARUNDEL GARDENS, FIFTH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Noel Mullins and Virginia D. Mullins, his wife to Fraternity Federal Savings and Loan Association, dated September 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1152, folio 210, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises at No. 348 Creswell Road, Arundel Gardens, on

SATURDAY, MARCH 18, 1961

at 11 A.M.

Those lots in the 5th Election District of Anne Arundel County known and designated as Lots Nos. 34 and 35 in Section "O" as shown on the Plat of Arundel Gardens recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. Said lots fronting 50 feet on the north side of Creswell Road with a depth northerly of even width of 107.5 feet; the improvements thereon being known as No. 348 Creswell Road. Being the same property conveyed to said Mortgagors by Walter D. Heisler and wife by deed dated September 12, 1957 and recorded in G.T.C. No. 1152, folio 208.

Subject to the legal operation and effect of pole line agreement between Davitt Chidester et al and Consolidated Gas, Elec. Light & Power Co. dated October 10, 1927, recorded in F.S.R. 22, folio 160 and storm water drainage easement granted by Charles E. Wheeler et al to County Commissioners, by deed dated Dec. 14, 1953 and recorded in J.H.H. 810, fol. 174.

IMPROVEMENTS: One and one-half story frame dwelling; 6 rooms and bath.

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

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

FILED
1961 MAR 21 PM 12:05

I hereby certify that I have this 18th day of March, 1961, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - - - - - - - - at and for the sum of Five Thousand, Three Hundred and Fifty Dollars ($5,350.00) it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association - - - - - - - - - - - - - - - - - has on this 18th day of March, 1961, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Five Thousand, Three Hundred and Fifty Dollars ($5,350.00) and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY:

FILED

1961 MAR 21 PM 12:05

10

No. 13,103 Eq

LIBER 131 PAGE 243

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT ARUNDEL GARDENS, FIFTH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Noel Mullins and Virginia D. Mullins, his wife to Fraternity Federal Savings and Loan Association, dated September 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1152, folio 210, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises at No. 348 Creswell Road, Arundel Gardens, on

SATURDAY, MARCH 18, 1961 at 11 A.M.

Those lots in the 5th Election District of Anne Arundel County known and designated as Lots Nos. 34 and 35 in Section "O" as shown on the Plat of Arundel Gardens recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. Said lots fronting 50 feet on the north side of Creswell Road with a depth northerly of even width of 107.5 feet; the improvements thereon being known as No. 348 Creswell Road. Being the same property conveyed to said Mortgagors by Walter D. Heisler and wife by deed dated September 12, 1957 and recorded in GTC No. 1152, folio 208.

Subject to the legal operation and effect of pole line agreement between Davitt Chidester et al and Consolidated Gas, Elec. Light & Power Co. dated October 10, 1927, recorded in FSR 22, fol. 160 and storm water drainage easement granted by Charles E. Wheeler et al to County Commissioners, by deed dated Dec. 14, 1953 and recorded in JHH 810, fol. 174.

IMPROVEMENTS: One and one-half story frame dwelling; 6 rooms and bath.

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

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

M-17

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
NOEL MULLINS and	*	ANNE ARUNDEL COUNTY
VIRGINIA D. MULLINS, his wife	*	In Equity

* * * * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 348 Creswell Road, Arundel Gardens, Fifth Election District, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers. did pursuant to said notice on Saturday, March 18, 1961 at 11:00 A.M. attend on the premises, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association. a body corporate. at and for the price of $5,350.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

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

I HEREBY CERTIFY that on this 20th day of March, 1961 before me, a subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore. aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1961 MAR 21 AM 10:41

11

ORDER NISI

LIBER 131 PAGE 244

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

NOEL MULLINS and VIRGINIA D. MULLINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,103 Equity

Ordered, this 21st day of March, 1961, That the sale of the Property in these Proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 5,350.00.

Filed Mar. 21, 1961
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

NOEL MULLINS and VIRGINIA D. MULLINS, 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.

V. Bowie Duckett
JUDGE.

FILED

1961 APR 25 PM 1:58

12

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 13,103 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND AND 00/100 ($9,000.00) - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of March in the year of our Lord 1961

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Noel Mullins and Virginia D. Mullins, his wife to Fraternity Federal Savings and Loan Association bearing date the 12th day of September, 1957 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1152 Folio 210 and William C. Rogers is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C. MOORE

William C. Rogers (SEAL)
William C. Rogers

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony
D. Anthony *As to Surety*

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

MD3228a—500, 10-57 147556
Mortgagee's or Attorney's Bond

FILED
1961 MAR 17 AM 10:43

Bond approved this 17 day of March, 1961

George T. Cromwell, Clerk

13-103

LIBER 131 PAGE 246

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT ARUNDEL GARDENS, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale contained in a Mortgage from Neal Mullins and Virginia D. Mullins, his wife, to Fraternity Federal Savings and Loan Association, dated September 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1152, folio 210, the undersigned as Attorney named in said Mortgage will offer for sale, at public auction, on the premises at No. 348 Creswell Road, Arundel Gardens, on

Saturday, Mar. 18, 1961
at 11 A. M.

Lots Nos. 34 and 35 in Section "O" as shown on Plat of Arundel Gardens recorded in Plat Book 15, folio 5; said lots being improved by a one and one-half story frame dwelling; 6 rooms and bath. For full particulars see Evening Capital issues of February 24, March 3, 10 and 17.

WILLIAM C. ROGERS
Attorney named in Mortgage
ROBERT H. CAMPBELL
Auctioneer

M-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1961

We hereby certify, that the annexed

Attorney's Sale

Neal Mullins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of March, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 19605 1961 MAR 29 PM 3:46 H. Tilghman

14

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT ARUNDEL GARDENS, FIFTH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Noel Mullins and Virginia D. Mullins, his wife to Fraternity Federal Savings and Loan Association, dated September 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1152, folio 210, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises at No. 348 Creswell Road, Arundel Gardens, on

SATURDAY, MARCH 18, 1961 at 11 A.M.

Those lots in the 5th Election District of Anne Arundel County known and designated as Lots Nos. 34 and 35 in Section "O" as shown on the Plat of Arundel Gardens recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. Said lots fronting 50 feet on the north side of Creswell Road, with a depth northerly of even width of 107.5 feet; the improvements thereon being known as No. 348 Creswell Road. Being the same property conveyed to said Mortgagors by Walter D. Heisler and wife by deed dated September 12, 1957 and recorded in GTC No. 1152, folio 208.

Subject to the legal operation and effect of pole line agreement between Davitt Chidester et al and Consolidated Gas, Elec. Light & Power Co. dated October 10, 1927, recorded in FSR 22, folio 160 and storm water drainage easement granted by Charles E. Wheeler et al to County Commissioners, by deed dated Dec. 14, 1953 and recorded in JHH 810, fol. 174.

IMPROVEMENTS: One and one-half story frame dwelling; 6 rooms and bath.

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

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

M-17

No. 15

LED
1961 APR
6 PM 2:32

13,103

OFFIC

LIBER 131 PAGE 247

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

Attorney's Sale

Noel Mullins

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 18th day of March, 1961. The first insertion being made the 24th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 248

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,103

Noel Mullins

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

FILED

APR 17 AM 11:58 1961

No. M. G. 19959

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,103 Equity
WILLIAM C. ROGERS, ATTORNEY

versus

NOEL MULLINS and VIRGINIA D. MULLINS, his wife

Ordered, this 21st day of March, 1961, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $5,350.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-13

LIBER 131 PAGE 249

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Noel Mullins
and
Virginia D. Mullins, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,103 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Jackling
Auditor.

May 17, 1961

FILED

1961 MAY 20 AM 11:11

Dr. William C. Rogers, Attorney named in Mortgage and Virginia D. Mullins, his wife vs. Noel Mullins in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	191	71	391	71
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	101	94		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premium	18	00		
Speer Publications, Inc. - handbills	14	74		
Robert H. Campbell - Auctioneer's fee	35	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	6	05		
Herbert C. Moore - notary fees	1	50	207	26
To Attorney for Taxes, viz: 1961 State and County taxes - 2 months 18 days	27	22	27	22
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,712	72	4,712	72
			5,390	41
Amount of mortgage claim filed	7,743	65		
Interest thereon @6% from 3/1/61 to 6/19/61 - 3 months 19 days	140	69		
	7,884	34		
Cr. Amount allowed above	4,712	72		
Balance subject to decree in personam	3,171	62		

14

with

William C. Rogers Attorney named in Mortgage

Cr.

1961						
Mar.	18	Proceeds of Sale	5,350	00		
		Interest on deferred payment of $4,850.00 to 5/8/61	40	41	5,390	41
					5,390	41

ORDER NISI

LIBER 131 PAGE 252

William C. Rogers,

Attorney named in Mortgage

VERSUS

Noel Mullins

and

Virginia D. Mullins, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,103 Equity.

ORDERED, This 20th 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 26th 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 26th day of June next.

FILED
1961 MAY 20 AM 11:11

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 JUN 30 PM 4:27

Matthew S. Evans

nd

OFFI' OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 253

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,103 EQUITY

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

NOEL MULLINS and
VIRGINIA D. MULLINS, his wife

Ordered, this 20th day of May, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND COMFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 29, 1961

We hereby certify, that the annexed Order Nisi Eq 13,103 Auditor Account Noel Mullins,

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 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 11376 1961 JUN 29 PM 3:46 By H Tilghman

LIBER 131 PAGE 254

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ARTHUR FRANCES FREEMAN AND MILDRED R. FREEMAN, HIS WIFE	:	(In Equity) 14,229

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 Arthur Francis Freeman and Mildred R. Freeman, his wife to Baltimore Federal Savings and Loan Association, dated July 2nd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1216 folio 375.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 FEB 17 AM 9:31

14,224 Equity

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1216 PAGE 375

MARYLAND

LIBER 131 PAGE 255

MORTGAGE

THIS MORTGAGE, made this 2nd day of July, A. D. 1958, by and between ARTHUR FRANCIS FREEMAN AND MILDRED R. FREEMAN, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND THREE HUNDRED FIFTEEN AND 00/100ths Dollars ($ 11,315.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-quarters per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-NINE AND 04/100ths Dollars ($59.04), commencing on the first day of September, 1958, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on July 1, 1988. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same thereof, being known and designatedas Lot No. 9, in Block B as designated and shown on a Plat entitled "Country Club Estates, Section #7" dated July 8, 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County on October 21, 1957, in Plat Book 30, folio 27. The improvements thereon being known as No. 107 Alview Terrace.

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

FILED

1961 FEB 17 AM 9:31

* 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 [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the annual rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 16th days of May and November in each and every year.**

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

LIBER 1216 PAGE 377

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 Joseph J. Callahan or Walter S. Calwell, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

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

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

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

Witness: John R. Holland Jr.
JOHN R. HOLLAND, JR.

Arthur Francis Freeman [SEAL]
Arthur Francis Freeman

[SEAL]

Mildred R. Freeman [SEAL]
Mildred R. Freeman

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1216 PAGE 379

I HEREBY CERTIFY, That on this 2nd day of July, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Arthur Francis Freeman and Mildred R. Freeman, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

1350

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

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

ation No. 47995
n by. DAG
red by. Examiner
for Record

Rec'd for record July 3 1958 at 11:56 A.M.
Mailed to Md. Colonial Title Insurance Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
ARTHUR FRANCIS FREEMAN AND
MILDRED R. FREEMAN, HIS WIFE

PLAINTIFF'S EXHIBIT "NO. 1"

LIBER 131 PAGE 259

14,229
Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th 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 Arthur Francis Freeman and Mildred R. Freeman, 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 17 AM 9:31

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ARTHUR FRANCIS FREEMAN AND

MILDRED R. FREEMAN, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

14.229

LIBER 131 PAGE 260

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Arthur Francis Freeman and Mildred R. Freeman, his wife** to **Baltimore Federal Savings and Loan Association** dated the **2nd** day of **July,** 1958, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1216** Folio **375** .

Amount of Mortgage	$11,315.00
Less - amount paid on principal	279.39
	11,035.61
Plus - interest to 3/14/61	544.60
	11,580.21
Plus - overdraft in expense account	67.44
	11,647.65

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **14th** 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.

FILED

1961 FEB 17 AM 9.

Clara M. Link

Clara M. Link Notary Public

7

xxxxxxxxxxxxx Attorney's Bond. 1-369

LIBER 10 PAGE 539

330791

LIBER 131 PAGE 261

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 14,229

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND, SEVEN HUNDRED AND 00/100 ($11,700.00) - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 27th - 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 Arthur Francis Freeman and Mildred R. Freeman, his wife to the Baltimore Federal Savings and Loan Association, bearing date the 2nd - - - - day of July - - - - nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1216, Folio 375, and

#107 Alview Terrace, 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. 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 H. H. Nichols
H. H. Nichols — Attorney-in-Fact

FILED
1961 MAR 28 AM 9:34

Bond approved this 28th day of March, 1961
George T. Cromwell Clerk

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 Arthur Francis Freeman and Mildred R. Freeman, his wife, to Baltimore Federal Savings and Loan Association, dated July 2nd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1216 folio 375 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Mar. 28, 1961
at three P. M.

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

BEGINNING for the same thereof, being known and designated as Lot No. 9, in Block B as designated and shown on a Plat entitled "Country Club Estates, Section No. 7." dated July 8 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County on October 21, 1957, in Plat Book 30, Folio 27. The improvements thereon being known as No. 107 Alview Terrace.

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

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

The improvements consist of a brick bungalow, containing 6 rooms (3 bedrooms), 1 bath, hot water 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; cost of all documentary stamps to be borne by the purchaser.

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

M-23

LIBER 131 PAGE 262

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ARTHUR FRANCIS FREEMAN AND MILDRED R. FREEMAN, HIS WIFE	:	(In Equity)
		No. 14,229.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 2nd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1216 folio 375 from said Arthur Francis Freeman and Mildred R. Freeman, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of March, 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. 9, in Block B as designated and shown on a Plat entitled "Country Club Estates, Section #7", dated July 8, 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County on October 21, 1957, in Plat Book 30 folio 27, the improvements whereon are known as No. 107 Alview Terrace; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 MAR 30 AM 11:26

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 Eleven Thousand two Hundred ($11,200.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th 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

ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

ARTHUR FRANCIS FREEMAN and
MILDRED R. FREEMAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,229 Equity

LIBER 131 PAGE 264

Ordered, this 30th day of Marbh, 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $ 11,200.00.

Filed Mar.30,1961

George T Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

ARTHUR FRANCIS FREEMAN AND
MILDRED R. FREEMAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of May, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Crowe
JUDGE.

FILED

1961 MAY -9 PM 3:16

14,229

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Arthur Francis Freeman and Mildred R. Freeman, his wife, to Baltimore Federal Savings and Loan Association, dated July 2nd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1216 folio 375 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Mar. 28, 1961
at three P. M.

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

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

The improvements consist of a brick bungalow, containing 6 rooms (3 bedrooms), 1 bath, hot water 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; cost of all documentary stamps to be borne by the purchaser.

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

M-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 265

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 19 61

We hereby certify, that the annexed

Attorney's Sale

Arthur Francis Freeman

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, 19 61. The first insertion being made the 2nd day of March, 19 61.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
APR -3 PM 2:56

By N. Tilghman

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 266

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,229 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
ARTHUR FRANCIS FREEMAN and
MILDRED R. FREEMAN, his wife

Ordered, this 30th 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $11,200.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,229

Arthur Francis Freeman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 8th day of May, 1961. The first insertion being made the 6th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 3-148 1961 MAY -4 PM 3:17

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Arthur Francis Freeman
and
Mildred R. Freeman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,229 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.

May 18, 1961

FILED
1961 MAY 23 AM 10:17

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Arthur Francis Freeman and Mildred R. Freeman, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	368	41	418	41
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	68	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	46	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	6	32		
One-half State documentary stamps	12	65		
Clara M. Link - notary fees	1	25	197	26
To Attorney for Taxes, viz: 1961 State and County taxes ($189.87)- 2 months 28 days	45	81	45	81
To Attorney for Ground Rent, viz: Semi-annual ground rent due 5/16/61 ($60.00)- 4 months 12 days	44	00	44	00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	10,518	72	10,518	72
			11,280	20
Amount of mortgage claim filed	11,647	65		
Interest @ 4-3/4% on principal balance of $11,035.61 from 3/14/61 to 6/26/61 - 3 months 12 days	148	51		
	11,796	16		
Cr. Amount allowed above	10,518	72		
Balance subject to decree in personam	1,277	44		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
Mar.	28	Proceeds of Sale	11,200	00		
		Interest on deferred payment to 5/10/51	80	20	11,280	20
					11,280	20

ORDER NISI

LIBER 131 PAGE 270

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Arthur Francis Freeman

and

Mildred R. Freeman, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,229 Equity.

FILED 1961 MAY 23 AM 10:17

ORDERED, This 23rd 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 26th 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 26th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30 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 30 PM 4:27

O Bruce Dunbett

LIBER 131 PAGE 271

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,229 EQUITY

Walter S. Calwell, Attorney named in the Mortgage

versus

ARTHUR FRANCIS FREEMAN and
MILDRED R. FREEMAN, his wife

Ordered, this 23rd 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 26th 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 26th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy TEST:
GEORGE T. CROMWELL, Clerk

Ju-8

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 29, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,229

Auditors Account

Arthur Francis Freeman

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 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21372 1961 JUN 29 PM 3:47 By H. Tilghmans

19

LIBER 131 PAGE 272

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES D. SMITH AND ELEANOR M. SMITH, HIS WIFE	:	(In Equity) No. 14,239 Equity

Mr. Clerk:

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

1. Original Mortgage from Charles D. Smith and Eleanor M. Smith, his wife to Baltimore Federal Savings and Loan Association, dated June 17th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1400 folio 429.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 FEB 23 AM 9:38

Eq. No. 14 239

City and County Form. BOOK 1400 PAGE 429

LIBER 131 PAGE 273

This Mortgage, Made this 17th day of June, in the year one thousand, nine hundred and sixty, between CHARLES D. SMITH and ELEANOR M. 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 FIFTEEN THOUSAND NINE HUNDRED AND 00/100ths ($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 (5¼%) per cent per annum in the manner following:

By the payment of EIGHTY-TWO and 81/100ths ($82.81) Dollars, commencing on the first day of July, 1960, 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, THEREFOR, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot (X) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 23 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.

PLAINTIFF'S EXHIBIT "A"

FILED

1961 FEB 23 AM 9:38

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 (X) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may 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 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 covenants or conditions hereof 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; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in acordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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:

Robert F. Vavrina
ROBERT F. VAVRINA

Charles D. Smith (SEAL)
Charles D. Smith

(SEAL)

Eleanor M. Smith (SEAL)
Eleanor M. Smith

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1400 PAGE 432

On this 17th day of June, 1960, before me, a Notary Public of said State, personally appeared

CHARLES D. SMITH and ELEANOR M. SMITH, 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
ROBERT F. VAVRINA Notary Public

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

My commission expires 5/1/61

9.00

Rec'd for record June 22, 1960 at 9:02 A.M.
Mailed to Callahan + Calwell

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

CHARLES D. SMITH AND

ELEANOR M. SMITH, HIS WIFE

IN THE

LIBER 131 PAGE 276

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,239

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Charles D. Smith and Eleanor M. Smith, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **17th** day of **June** 19 **60** and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1400** Folio **429** .

Amount of Mortgage	$15,900.00
Less - amount paid on principal	74.23
	15,825.77
Plus - interest to 3/15/61	380.85
	16,206.62
Less - balance in expense account	148.76
	16,057.86

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **16th** 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, Vife President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED

FEB 23 AM 9:38

Clara M. Link

Clara M. Link Notary Public

5

Equity No. 14,239

LIBER 131 PAGE 277

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th 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 Charles D. Smith and Eleanor M. 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

Clara M. Link - Notary Public

FILED

1961 FEB 23 AM 9:38

6

~~Mortgage~~ Attorney's Bond.

LIBER 10 PAGE 531

1-369

LIBER 131 PAGE 278

330792

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 14,239 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

SIXTEEN THOUSAND, ONE HUNDRED AND 00/100 ($16,100.00) - - - - - - - - - - Dollars,

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

Sealed with our seals, and dated this 27th - - - - - - - - - - - - - - - - - -

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 Charles D. Smith and Eleanor M. Smith, his wife to the Baltimore Federal Savings and Loan Association

bearing date the 17th day of June nineteen hundred and sixty

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1400, Folio 429, and

4409 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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link

As to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols Attorney-in-Fact

Bond approved this 28th day of March, 1961
George T. Cromwell, Clerk

FILED

1961 MAR 28 AM 9:34

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Buildh
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 Charles D. Smith and Eleanor M. Smith, his wife, to Baltimore Federal Savings and Loan Association, dated June 17th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1400 folio 429 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., March 28, 1961
at 3:20 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 No. 23 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 on the southernmost side of Sharon Drive, fifth house east of Rock Creek Road.

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 split level dwelling, containing 7 rooms, 2½ baths, forced air oil fired heat, and a carport.

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; cost of all documentary stamps to be borne by the purchaser.

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

M-23

No 8

OFFICE OF 14,239

Maryland Gazette

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

LIBER 131 PAGE 279

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Attorney's Sale

Charles D. Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 27th day of March, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED
1961
MAR 29 AM 8:56

LIBER 131 PAGE 280

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES D. SMITH AND ELEANOR M. SMITH, HIS WIFE	:	(In Equity)

No. 14,239.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 17th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1400 folio 429 from said Charles D. Smith and Eleanor M. 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 28th day of March, 1961 at 3.20 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. 23 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 30 AM 11:26

9.

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 Charles D. Smith and Eleanor M. Smith, his wife, to Baltimore Federal Savings and Loan Association, dated June 17th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1400 folio 429 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., March 28, 1961
at 3:20 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 No. 23 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 on the southernmost side of Sharon Drive, fifth house east of Rock Creek Road.

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 split level dwelling, containing 7 rooms, 2½ baths, forced air oil fired heat, and a carport.

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; cost of all documentary stamps to be borne by the purchaser.

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

M-23

LIBER 131 PAGE 281

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Thirteen Thousand ($13,000.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of 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

ORDER NISI

LIBER 131 PAGE 282

WALTER S. CALWELL, Attorney Named in Mortgage

versus

CHARLES D. SMITH AND ELEANOR M. SMITH, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,239 Equity

Ordered, this 30th 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $13,000.00.

Filed Mar.30,1961.

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

CHARLES D. SMITH AND ELEANOR M. SMITH, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of May, 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.

J. Barnes Duckett

JUDGE.

FILED

1961 MAY -9 PM 3:36

11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 283

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,239

Charles D. 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 8th day of May, 1961. The first insertion being made the 6th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,239 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
CHARLES D. SMITH and ELEANOR M. SMITH, his wife

Ordered, this 30th 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $13,000.00.

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

FILED
1961 MAY -4 PM 3:17

No. M. G. 2014

12

LIBER 131 PAGE 284

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Charles D. Smith
and
Eleanor M. Smith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,239 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 19, 1961

FILED

1961 MAY 23 AM 10:11

13

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Charles D. Smith and Eleanor M. Smith, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	422	79	622	79
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	64	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	14	30		
Clara M. Link - notary fees	1	50	204	11
To Attorney for Taxes, viz:				
1961 State and County taxes ($199.48) - 2 months 26 days	48	64	48	64
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,161	62	12,161	62
			13,093	16
Amount of mortgage claim filed	16,057	86		
Interest @ 5% on principal balance of $15,825.77 from 3/15/61 to 6/26/61 - 3 months 11 days	233	10		
	16,290	96		
Cr. Amount allowed above	12,161	62		
Balance subject to decree in personam	4,129	34		

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

1961							
Mar.	28	Proceeds of Sale		13,000	00		
		Interest on deferred payment to 5/10/61		93	16		
						13,093	16
						13,093	16

ORDER NISI LIBER 131 PAGE 287

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Charles D. Smith

and

Eleanor M. Smith, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,239 Equity.

ORDERED, This 23rd 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 26th 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 26th day of June next.

George T. Cromwell, Clerk

FILED
1961 MAY 23 AM 10:11

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30 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 30 PM 4:27

O. Bowie Duckett

1c

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 288

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,239 EQUITY

Walter S. Calwell, Attorney named in Mortgage

versus

CHARLES D. SMITH and ELEANOR M. SMITH, his wife

Ordered, this 23rd 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 26th 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 26th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 29, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,239

Auditor Account

Charles D. Smith

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 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21371 1961 JUN 29 PM 3:47 By N. Tilghman

17

LIBER 131 PAGE 289

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RAYMOND C. VOLLMER AND EDNA V. VOLLMER, HIS WIFE	:	(In Equity) No. 1424

Mr. Clerk:

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

1. Original Mortgage from said Raymond C. Vollmer and Edna V. Vollmer, his wife to Baltimore Federal Savings and Loan Association, dated April 12th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383 folio 405.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 FEB 23 AM 9:39

Eq 14240

City and County Form. BOOK 1383 PAGE 405 LIBER 131 PAGE 290

This Mortgage, Made this 12th day of April, in the year one thousand, nine hundred and sixty, between

RAYMOND C. VOLLMER and EDNA V. VOLLMER, 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 SIXTEEN THOUSAND FIFTY and 00/100ths ($16,050.00) 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 (5¼%) per annum in the manner following:

By the payment of EIGHTY-THREE and 59/100ths ($83.59) Dollars, commencing on the first day of May, 1960., 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, THEREFOR, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot (X) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 24 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 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.

Refrigerator.

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

PLAINTIFF'S EXHIBIT "A"

FILED

1961 FEB 23 AM 9:39

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 (X) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may 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 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 covenants or conditions hereof 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; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in acordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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:

Raymond C. Vollmer (SEAL)
Raymond C. Vollmer

(SEAL)

Edna V. Vollmer (SEAL)
Edna V. Vollmer

(SEAL)

Robert F. Vavrina
ROBERT F. VAVRINA

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 12th day of April, 19 60, before me, a Notary Public of said State, personally appeared RAYMOND C. VOLLMER and EDNA V. VOLLMER, 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,

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

AS WITNESS my hand and Notarial Seal.

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

GCO

Robert F. Vavrina
ROBERT F. VAVRINA Notary Public

My commission expires 5/1/63

Rec'd for record 13 April 1960 at 11:55 A.M.
Mailed to The Colonial Title Guarantee Co.

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

RAYMOND C. VOLLMER AND

EDNA V. VOLLMER, HIS WIFE

IN THE

LIBER 131 PAGE 293

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14240

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Raymond C. Vollmer and Edna V. Vollmer, his wife

to Baltimore Federal Savings and Loan Association

dated the 12th day of April 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383 Folio 405 .

Amount of Mortgage	$16,050.00
Less - amount paid on principal	141.79
	15,908.21
Plus - interest to 3/15/61	382.80
	16,291.01
Less - balance in expense account	157.31
	16,133.70

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 16th 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 23 [illegible]

Clara M. Link

Clara M. Link Notary Public

5

LIBER 131 PAGE 294 No. 1424

MILITARY AFFIDAVIT

Docket folio-

STATE OF MARYLAND, CITY OF BALTIMORE, 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 City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Raymond C. Vollmer and Edna V. Vollmer, his wife

against whom foreclosure proceedings were instituted ~~were~~ 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 23 AM 9:39

6.

Attorney's Bond. 1-369

LIBER 10 PAGE 540 LIBER 131 PAGE 295

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

330793

Eq. No. 14,240

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 SIXTEEN THOUSAND, TWO HUNDRED AND 00/100 ($16,200.00) - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 27th - 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 Raymond C. Vollmer and Edna V. Vollmer his wife, to the Baltimore Federal Savings and Loan Association bearing date the 12th day of April nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1383, Folio 405, and

Lot 24 Sharon Drive- Anne Arundel Co Maryland

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

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith
Attest As to Surety:

M. L. Kraus
M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

FILED

1961 MAR 28 AM 9:34

Bond approved this 28th day of March, 1961
Margaret T. Cromwell Clerk

1

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Mary

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Raymond C. Vollmer and Edna V. Vollmer, his wife, to Baltimore Federal Savings and Loan Association, dated April 12th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383 folio 405 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., March 28, 1961
at 3:30 P. M.

all that fee simple lot of ground situate and lying in 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 24 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 on the curve of the south side of Sharon Drive, sixth house off Rock Creek Road.

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 split level dwelling, containing 7 rooms 2½ baths, forced air oil fired heat, and a carport.

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; cost of all documentary stamps to be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer

M-23

No. M

8

OFFICE OF 14,240

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 296

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Attorney's Sale

Raymond C Vollmer

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 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By H. Tilghman

1961 MAR 29 AM 8:56

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RAYMOND C. VOLLMER AND EDNA V. VOLLMER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

No. 14,240

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 12th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383 folio 405 from said Raymond C. Vollmer and Edna V. Vollmer, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne ArundelCounty, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day ofMarch, 1961at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 24 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 30 AM 11:26

7

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 Raymond C. Vollmer and Edna V. Vollmer, his wife, to Baltimore Federal Savings and Loan Association, dated April 12th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1383 folio 405 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., March 28, 1961

at 3:30 P. M.

all that fee simple lot of ground situate and lying in 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 24 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 on the curve of the south side of Sharon Drive, sixth house off Rock Creek Road.

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 split level dwelling, containing 7 rooms 2½ baths, forced air oil fired heat, and a carport.

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; cost of all documentary stamps to be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer

M-23

LIBER 131 PAGE 298

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Thirteen Thousand ($13,000.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

ORDER NISI

LIBER 131 PAGE 299

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RAYMOND C. VOLLMER AND EDNA V. VOLLMER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,240 Equity

Ordered, this 30th 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $13,000.00.

Filed Mar.30,1961
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RAYMOND C. VOLLMER AND EDNA V. VOLLMER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of May, 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 MAY -9 PM 3:36

11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 300

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,240

Raymond C. Vollmer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of May, 1961. The first insertion being made the 6th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Muriel Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,240 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
RAYMOND C. VOLLMER and EDNA V. VOLLMER, his wife

Ordered, this 30th 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 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $13,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-27

FILED

No. M. G. 2647 1961 MAY -4 PM 3:17

12

LIBER 131 PAGE 301

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

vs.

Raymond C. Vollmer
and
Edna V. Vollmer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,240 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.

May 20, 1961

FILED

1961 MAY 23 AM 10:11

13

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Raymond G. Vollmer and Edna V. Vollmer, his wife

in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	422	79	622	79
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.- bond premium	64	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	14	30		
Clara M. Link - notary fees	1	50	206	27
To Attorney for Taxes, viz:				
1961 State and County taxes $199.86) - 2 months 28 days	48	72	48	72
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,159	38	12,159	38
			13,093	16
Amount of mortgage claim filed	16,133	70		
Interest @ 5¼% on principal balance of $15,908.21 from 3/15/61 to 6/26/61 - 3 months 11 days	234	33		
	16,368	03		
Cr. Amount allowed above	12,159	38		
Balance subject to decree in personam	4,208	65		

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

1961					
Mar.	28	Proceeds of Sale	13,000	00	
		Interest on deferred payment to 5/10/61	93	16	13,093 16
					13,093 16

ORDER NISI LIBER 131 PAGE 304

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Raymond C. Vollmer

and

Edna V. Vollmer, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,240 Equity.

ORDERED, This 23rd 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 26th 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 26th day of June next.

George T. Cromwell, Clerk.

1961 MAY 23 AM 10:11

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th 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 30 PM 4:27

V. Bowie Duckett

16

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 305

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,240 EQUITY

Walter S. Calwell, Attorney named in Mortgage

versus

RAYMOND C. VOLLMER and EDNA V. VOLLMER, his wife

Ordered, this 23rd day of May, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND COMFIRMED, unless cause to the contrary thereof shown on or before the 26th 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 26th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 29, 1961.

We hereby certify, that the annexed Order Nisi Eq. 14,240 Auditor Account Raymond C. Vollmer 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 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUN 29 PM 3:47

By H. Tilghman

No. M.G. 21370

17

LIBER 131 PAGE 306

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street Baltimore 1, Maryland	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
CHARLES HARVEY SMITH and LUELLA JANE SMITH, his wife 215 Bertram Circle	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY

* * * * * * * * * * * No. 14,138 Equity

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

/s/ V. Charles Rinaudo, Jr.
V. Charles Rinaudo, Attorney

FILED

1960 DEC 10 AM 10:38

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 997 PAGE 469

MARYLAND
LIBER 131 PAGE 307

No. 14,138 Equity

MORTGAGE

THIS MORTGAGE, made this 26th day of January, A. D. 19 56, by and between

Charles Harvey Smith and Luella Jane Smith, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association,

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Nine thousand two hundred - - - - - - - - - - - - - - - - - - Dollars ($ 9,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-six dollars and sixty-two cents - - - - - - - - - Dollars ($ 46.62), commencing on the first day of February, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 86. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Being known and designated as Lot No. 9, Block D, as shown on the Plat of Marwood, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 20. Improvements being known as No. 216 Bertram Circle.

Being same lot of ground in Assignment dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from Glen Mar Homes, Inc. to Charles Harvey Smith and wife.

December 7, 1960

For Value Received, Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice President, James H. Jones.

WITNESS:
Jacklyn M. Schmidt

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
By James H. Jones
James H. Jones, Vice President

10971

FILED
1960 DEC 10 AM 10:37

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

16—49890-7

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

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

36" Welbilt Gas Range #55 65

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 ~~$100.00~~ $95.00 ~~August~~ payable in equal semi-annual instalments on the ~~1st~~ 15th days of ~~February~~ January and ~~August~~ July in each and every year.

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

16—49590-2

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 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Richard D. Biggs, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $92.60 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

Regina Graham

Charles Harvey Smith [SEAL]

[SEAL]

Luella Jane Smith [SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: LIBER 997 PAGE 473

I HEREBY CERTIFY, That on this 26th day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles Harvey Smith and Luella Jane Smith, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham
Notary Public.

Rec'd for record Jan. 30, 1956 at 10:45 A.M.
Mailed to Biggs & Kirk

STATE OF MARYLAND
Also index in chattels
Mortgage
20,028 Q.

FROM
CHARLES HARVEY SMITH AND WIFE

TO
LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record Jan 30 1956 at 10:45 o'clock A.M.
Same day recorded in Liber G.H.C. No. 997 Folio 472 &c., of the Land Records of A.A. Co.
and examined per
GEORGE T. CROMWELL, Clerk
Cost of Record, $ 15.00 Pd.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1960 DEC 10 AM 10:03
& RECORDED IN LIBER G.H.C. NO. 997 FOLIO 473
GEO. T. CROMWELL, CLERK

Art. 81, Sec. 14(130)
File in Ch. Mtg.

BIGGS & KIRK
[illegible] W. PRESTON ST.
[illegible]ORE 1, MD.

LIBER 131 PAGE 311

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	IN EQUITY
CHARLES HARVEY SMITH and LUELLA JANE SMITH, his wife 215 Bertram Circle	*	Docket No._____ Folio_____ Case No. 14138 Equity

* * * * * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 7th day of December, 1960, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States;

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

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

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

James H. Jones

James H. Jones, Affiant

Carolyn M. Schmidt

Carolyn M. Schmidt, Notary Public

FILED

1960 DEC 10 AM 10:37

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LIBER 131 PAGE 312

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT
VS.	*	FOR
CHARLES HARVEY SMITH and LUELLA JANE SMITH, his wife 215 Bertram Circle	*	ANNE ARUNDEL COUNTY IN EQUITY

* * * * * * * * * * No. 14,138 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Charles Harvey Smith and Luella Jane Smith, his wife, to it dated the 26th day of January, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 997 folio 469

Original Amount of Loan dated 1/26/56	$ 9,200.00	
Paid on Account of Principal	743.34	
Balance Due		$8,456.66
Property Expense Balance, Debit		8.65
		8,465.31
Interest from June 1, 1960 through November 30, 1960		190.26
		$8,655.57.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 7th day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association 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.

Carolyn M. Schmidt, Notary Public

FILED

1960 DEC 10 AM 10 38 04

7

MARYLAND Assignee ~~Auditor~~ TO SELL.

LIBER 10 PAGE 455 LIBER 131 PAGE 313

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 14,138 Equity

V. Charles Rinaudo

versus

Charles Harvey Smith and
Luella James Smith, His Wife

ASSIGNEE
BOND OF ~~TRUSTEE~~ TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, V. Charles Rinaudo
2 W. Preston Street
Baltimore, Maryland

as Principal and, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Seven Hundred and 00/100---------- Dollars ($ 8,700.00) 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 7th day of December in the year of our Lord one thousand, nine hundred and Sixty

WHEREAS THE ABOVE BOUNDEN V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed Assignee ~~Trustee~~ of Anne Arundel Co. to sell Property located at 216 Bertram Circle, Glen Burnie, Maryland mentioned in the proceedings in the case of

V. Charles Rinaudo

versus

Charles Harvey Smith and Luella James Smith, His Wife

now pending in said Court.

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

Witness: Evelyn M. Schmidt

V. Charles Rinaudo (SEAL)
V. Charles Rinaudo

(SEAL)

(SEAL)

Martha Cunningham

FILED

1960 DEC 10 AM 10:38

The Fidelity and Casualty Company of New York

By Earl W. Ussery
Earl W. Ussery, Attorney

Bond approved this 10 day of December, 1960

George T. Cromwell, Clerk

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V. CHARLES RINAUDO
Solicitor
2 W. Preston St.
Baltimore 1, Maryland

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS
216 BERTRAM CIRCLE
situated in the Third Election District of Anne Arundel County, Maryland

By virtue of the power and authority contained in a mortgage from Charles Harvey Smith and Luella Jane Smith, his wife, dated January 26, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 997, folio 469, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Monday, Jan. 16, 1961
at 1:00 o'clock P. M.

at the following property:

Being known and designated as Lot No. 9, Block D, as shown on the Plat of Marwood, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 20. Improvements being known as 216 Bertram Circle, subject to an annual ground rent of $96.00.

This property is improved by a one-story frame dwelling with a composition shingle roof containing five rooms and bath. Heat is by forced warm air, gas fired.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses, including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue to be borne entirely by purchaser or purchasers.

For further particulars, apply to

V. Charles Rinaudo,
Assignee
2 W. Preston St.,
Baltimore 1, Maryland

E. T. NEWELL AND CO.,
Auctioneer. J-12

9

14,138.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 314

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1961

We hereby certify, that the annexed Assignee's Sale Charles Harvey 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 16th day of January, 1961. The first insertion being made the 22nd day of December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JAN 18 By 2:22 H. Tilghman

LIBER 131 PAGE 315

V. CHARLES RINAUDO
Assignee

vs.

CHARLES HARVEY SMITH and
LUELLA JANE SMITH, his wife
216 Bertram Circle

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,138 Equity

REPORT OF SALE

The report of V. Charles Rinaudo Assignee of a mortgage made by Charles Harvey Smith and Luella Jane Smith, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 997 folio 469, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Capital Gazette Press, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, January 16, 1961 at 1 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lot No. 9, Block D, as shown on the Plat of Marwood, recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 20. Improvements being known as 216 Bertram Circle.

FILED

1961 JAN 18 AM 11:55

10.

Ground Rent $ 96.00 Per Annum
payable on the 15th days of January and July
~~in Fee Simple~~

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $ 8,300 , it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

~~Richard D. Biggs, Assignee~~
V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 17th day of January, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared V. Charles Rinaudo ~~Richard D. Biggs~~, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

CAROLYN M. SCHMIDT NOTARY PUBLIC

Carolyn M. Schmidt

Notary Public
Carolyn M. Schmidt

//

ORDER NISI

LIBER 131 PAGE 317

V. CHARLES RINAUDO, Assignee

versus

CHARLES HARVEY SMITH and
LUELLA JANE SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,138 Equity

Ordered, this 18th day of January, 1961, That the sale of the Property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of February next.

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

George T. Cromwell Clerk.

True Copy,
FILED 1961 JAN 18 AM 11:55

TEST: _____ Clerk.

(Final Order)

V. CHARLES RINAUDO, Assignee

versus

CHARLES HARVEY SMITH and
LUELLA JANE SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2nd day of March, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1961 MAR -2 PM 3:11

12

OFFIC( )OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 318

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,138 Equity

V. Charles Rinaudo, Assignee

VERSUS

CHARLES HARVEY SMITH and LUELLA JANE SMITH, his wife

Ordered, this 18th day of January, 1961. That the sale of the Property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of February next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,138

Charles Harvey 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 February, 1961. The first insertion being made the 26th day of January, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 19263 1961 FEB 28 PM 3:59 By H. Tilghman

13

LIBER 131 PAGE 319

In the Case of

V. Charles Rinaudo,
Assignee
vs.
Charles Harvey Smith
and
Luella Jane Smith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,138 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. Jicklin
Auditor.

March 6, 1961

FILED

1961 MAR -8 PM 12 02

15

Dr. V. Charles Rinaudo, Assignee vs. Charles Harvey Smith and Luella Jane Smith, his wife

in ac.

To Assignee for Fee, in lieu of Fee and Commission, as agreed, viz:	250	00	250	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	31	20		
Fidelity & Casualty Co. of New York - bond premium	34	80		
E. T. Newell & Co.,Inc.-auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
Caroline M. Schmidt - notary fees	2	00		
Registered mail		57	196	33
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,793	17	7,793	17
			8,300	00
Amount of mortgage claim filed	8,655	57		
Interest @ 4½% on principal balance of $8,465.31 from 11/30/60 to 4/10/61 - 4 months 10 days	137	56		
	8,793	13		
Cr. Amount allowed above	7,793	17		
Balance subject to decree in personam	999	96		

15

with V. Charles Rinaudo, Assignee

			Dr.	Cr.
1961				
Jan.	16	Proceeds of Sale	8,300 00	8,300 00
				8,300 00

ORDER NISI LIBER 131 PAGE 322

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

v. Charles Rinaudo,

Assignee

VERSUS

Charles Harvey Smith

and

Luella Jane Smith, his wife

No. 14,188 Equity.

ORDERED, This 8th day of March, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of April next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of April, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 APR 18 AM 11:35

V. Bruce Duckett

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 323

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,138 Equity
V. Charles Rinaudo, Assignee
versus
CHARLES HARVEY SMITH
LUELLA JANE SMITH, his wife

Ordered, this 8th day of March, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of April next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,138
Auditor Account

Charles Harvey Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of April, 1961. The first insertion being made the 16th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 APR -3 PM 2.56

By H. Tilghman

No. M. C. 19925

18

LIBER 131 PAGE 324

IN THE MATTER OF THE SALE	:	Equity No. 14,262
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF L. B. EDWARDS and	:	CIRCUIT COURT
CHLOE B. EDWARDS, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

ORDER TO DOCKET FORECLOSURE PROCEEDINGS

Mr. Clerk:

Please docket above entitled foreclosure proceedings and file herewith: Original Mortgage, Mortgage Statement, Military Affidavit.

Louis M. Strauss

Louis M. Strauss
Attorney named in Mortgage

STATEMENT OF CLAIM

Mortgage of L. B. Edwards and Chloe B. Edwards, dated August 12, 1959, to Capital City Building and Loan Association as recorded in Anne Arundel County Land records in Liber G.T.C. No. 1321, folio 408.

To principal amount of Loan	$3,000.00
To payments on principal thru Nov. 1, 1960	548.67
	2,451.33
Interest to 11-1-60 to 3-31-61	61.00
	2,512.33

Interest due from March 31, 1961, to settlement

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 3rd day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan D. Housley, Secretary-Treasurer of Capital City Building and Loan Association and made oath in due form of law that the aforegoing balance is due and owing under mortgage as alleged.

Witness my hand and Notarial seal.

Mildred F. Bean

Mildred B. Bean-Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL

FILED

1961 MAR -3 PM 3:43

BOOK 1321 PAGE 408

LIBER 131 PAGE 325

This Mortgage,

made this 12th day of August, in the year one thousand nine hundred and fifty-nine, , between L. B. Edwards and Chloe Bell Edwards, his wife of Arnold , in the State of Maryland, hereinafter called Mortgagor(s), and CAPITAL CITY BUILDING AND LOAN ASSOCIATION 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 -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 Fifty-eight -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 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 Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a point in the center of a public road to Arnold Station, said point being at the end of the 19th line of a 70.48 acres parcel of land, property of L. B. Edwards, thence running with and binding on the 20th line of said property and on the center of said public road North 43° 47' East 86 feet to a point thence leaving said public road South 36° 24' East 521.37 feet to a point thence South 53° 36' West 84.74 feet to a point in the 19th line of the Edwards property, thence running with and binding on said line North 36° 24' West 506.70 feet to the place of beginning. Containing in all one acre of land, more or less.

BEING part of the land which be deed dated February 27, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 458, folio 107, was conveyed by Mary Burkhardt, Widow, to the within named Mortgagors, L. B. Edwards and Chloe Bell Edwards, his wife.

FILED

1959 MAR -3 PM 3:43

2

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

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

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

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

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

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

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

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

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

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

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

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

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by Louis M. Strauss, 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:

Mildred F. Bean
Mildred F. Bean

L. B. Edwards (SEAL)
L. B. Edwards

Chloe Bellette Edwards (SEAL)
Chloe Bell Edwards

Chloe Bellette Edwards (SEAL)
Chloe Bellette Edwards

4

5

LIBER 131 PAGE 328
BOOK 1321 PAGE 411

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of Aigist, 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 L. B. Edwards and Chloe Bell Edwards, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared JOSEPH H. GRISCOM, SR., 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.

Mildred F. Bean
NOTARY PUBLIC Mildred F. Bean

11:00

My Commission expires May 1, 1960.

Rec'd for record Aug. 13, 1959 at 10:36 AM.
Mailed to Louis M. Strauss

LOUIS M. STRAUSS
Attorney
CAPITAL CITY BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

L. B. Edwards and
Chloe Bell Edwards, his wife

TO

CAPITAL CITY BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND

REC'D FOR RECORD IN LIBER GTC
ANNE ARUNDEL COUNTY
AUG 13 10: 36 AM 1959
RECORDED IN LIBER GTC
FOLIO 408
CROMWELL, CLERK

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

Cost of Record $ 11.00

G 22088

LIBER 131 PAGE 329
LIBER 10 PAGE 543

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

NO. 14,262 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss 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 FIVE THOUSAND DOLLARS, ($5,000.00) -- - 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 29th day of March ,19 61.

WHERRAS, by virtue of a power of sale contained in a Mortgage from L. B. Edwards and Chloe Bell Edwards, his wife, - - - - - -- bearing date on or about the 12th day of August , 1959, the said Louis M. Strauss 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 WHERRAS, default has been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss 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

Louis M. Strauss (SEAL)
PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, II, Attorney-in-fact
SURETY

Bond approved this 29th day of March, 1961
George T. Cromwell, Clerk

FILED
1961 MAR 29 AM 11:36

6

IN THE MATTER OF THE SALE	:	IN THE
OF THE MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF L. B. EDWARDS and	:	FOR
CHLOE B. EDWARDS, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 14,262

: : : : :

REPORT OF SALE

The report of Louis M. Strauss, attorney named in Mortgage in these proceedings, respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the dav of sale, he did, pursuant to said notice, attend the sale on the 30th day of March, 1961, at 10 A.M. and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Five Thousand Seven Hundred (5,700.00) Dollars, to and unto the said Richard N. Hammond and Anna M. Hammond, his wife, they being the highest bidders therefore.

Respectfully submitted,

Louis M. Strauss,
Attorney named in Mortgage

FILED
1961 MAR 30 AM 11:06

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Attorney named in Mortgage, and in the above report of Sale, and he made oath in due form of law that the matters and facts stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Mildred F. Bean - Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY MD.

7

ORDER NISI

LIBER 131 PAGE 331

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF L.B.EDWARDS
and CHLOE B. EDWARDS, HIS WIFE
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,262 Equity

Ordered, this 30th day of March, 19 61, That the sale of the Property in these proceedings mentioned made and reported by LOUIS M. STRAUSS, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $ 5,700.00.

Filed Mar.30,1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF L.B.EDWARDS
and CHLOE B. EDWARDS, HIS WIFE
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of May, 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 MAY -9 PM 3:17

8

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 10 PAGE 549

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 131 PAGE 332

Equity #14262

Bond No.

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Hundred Dollars ($700.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 30th day of March, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from L. B. Edwards and Chloe Bell Edwards, bearing date on or about August 12, 1959, the said Louis M. Strauss was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss has executed said power and made sale of the property described as aforesaid in said Mortgage.

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

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; that if the above bounden, Louis M. Strauss, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED in the presence of

Louis M. Strauss (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Ethel M. Carle
Ethel M. Carle, as to both

Bond approved this 4 day of April, 1961

George T. Cromwell, Clerk

FILED
1961 APR -4 PM 2:04

9

LOUIS M. STRAUSS, SOLICITOR
124 South St.
Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

PROPERTY AND IMPROVEMENTS FACING ON SHORE ACRES ROAD NEAR ARNOLD, MD.

Under and by virtue of the power contained in a mortgage from L. B. Edwards and Chloe B. Edwards, his wife, to the Capital City Building and Loan Association, dated August 12, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1321, folio 408, default having occurred in the payment of said mortgage, the undersigned Attorney will sell at Public Auction to the highest bidder at the Court House Door, Church Circle, Annapolis, Maryland, on

THURSDAY, MARCH 30, 1961 at 10 A.M., E.S.T.

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland.

Beginning for the same at a point in the center of a public road to Arnold Station, said point being at the end of the 19th line of a 70.48 acres' parcel of land, property of L. B. Edwards, thence running with and binding on the 20th line of said property and on the center of said public road North 43 degrees 47 minutes East 86 feet to a point, thence leaving said public road South 36 degrees 24 minutes East 521.37 feet to a point thence, South 53 degrees 36 minutes West 84.74 feet to a point in the 19th line of the Edwards property, thence running with and binding on said line North 36 degrees 24 minutes West 506.70 feet to the place of beginning. Containing in all one acre of land, more or less.

Being part of the land which by deed dated February 27, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 458, folio 107, was conveyed by Mary Burkhardt, Widow, to L. B. Edwards and Chloe Bell Edwards, his wife.

The improvements consist of a modern two story frame dwelling, containing six rooms and bath, modern conveniences, oil hot water 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 balance to bear interest from date of sale to settlement. Taxes, water charges, if any, and all assessments and public charges to be adjusted to date of sale.

Louis M. Strauss
Attorney named in Mortgage
M-28

14,262

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 333

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1961

We hereby certify, that the annexed

Attorney's Sale

L. B. Edwards

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of March, 1961. The first insertion being made the 7th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
APR -6 PM 2:32

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 334

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,262

L. B. Edwards

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of May, 1961. The first insertion being made the 6th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Jones Pate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,262 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
L. B. EDWARDS and CHLOE B. EDWARDS, his wife

Ordered, this 30th day of March, 1961, That the sale of the Property in these proceedings, mentioned made and reported by LOUIS M. STRAUSS, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

The report states that the amount of sale was $5,700.00.

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

FILED

No. M. G. 20446 1961 MAY -4 PM 3:17

11

Run in Capital
March 7th
" 14th
" 21st
" 28th

LIBER 131 PAGE 335

LOUIS M. STRAUSS, SOLICITOR
124 South St. -
Annapolis, Md.

ATTORNEY'S SALE
of
VALUABLE IMPROVED FEE SIMPLE PROPERTY

Property and Improvements facing on
Shore Acres Road near Arnold, Md.

Under and by virtue of the power contained in a mortgage from L. B. Edwards and Chloe B. Edwards, his wife, to the Capital City Building and Loan Association, dated August 12, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1321, folio 408, default having occured in the payment of said mortgage, the undersigned Attorney will sell at Public Auction to the highest bidder at the Court House Door, Church Circle, Annapolis, Maryland, on

THURSDAY, March 30, 1961, at 10 A.M. E.S.T.

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland.

Beginning for the same at a point in the center of a public road to Arnold Station, said point being at the end of the 19th line of a 70.48 acres parcel of land, property of L. B. Edwards, thence running with and binding on the 20th line of said property and on the center of said public road North 43° 47' East 86 feet to a point, thence leaving said public road South 36° 24' East 521.37 feet to a point thence, South 53° 36' West 84.74 feet to a point in the 19th line of the Edwards property, thence running with and binding on said line North 36° 24' West 506.70 feet to the place of beginning. Containing in all one acre of land, more or less.

Being part of the land which by deed dated February 27, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 458, folio 107, was conveyed by Mary Burkhardt, Widow, to L. B. Edwards and Chloe Bell Edwards, his wife.

The improvements consist of a modern two story frame dwelling, containing six rooms and bath, modern conveniences, oil hot water 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 balance to bear interest from date of sale to settlement. Taxes, water charges, if any, and all assessments and public charges to be adjusted to date of sale.

Louis M. Strauss
Attorney named in Mortgage

I hereby certify I sold the above described property as advertised, to and unto Richard N Hammond & Anna M Hammond at and for the sum of $5700.00 Dollars, as the highest bidder therefor

Auctioneer

I hereby certify that I purchased the above described property at Public Sale, as above stated, at and for the sum of $5700.00 Dollars.

Richard N Hammond

Anna M. Hammond
Purchaser

FILED

1961 MAY -5 PM 2:48

12

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 131 PAGE 336

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, } ss:

I hereby certify that, on this 5th day of MAY, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Louis M. Strauss, Attorney named in mortgage

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants

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

ARE not in the Military Service

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 5th day of MAY, 1961.

Notarial Seal

Mildred F. Bean
Notary Public

My Commission will expire on: May 6, 1963

Filed,

FILED
1961 MAY -5 PM 2:48

13

LIBER 131 PAGE 337

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
L. B. Edwards
and
Chloe B. Edwards, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,262 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. Dickling
Auditor.

May 22, 1961

FILED

1961 MAY 23 AM 9:08

14

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of L. B. Edwards and Chloe B. Edwards, his wife

To Attorney for Fee, viz:		100	00	
To Attorney for Commissions, viz:		202	25	302 25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		36	50	
Auditor - stating this account		22	50	69 00
To Attorney for Expenses,viz:				
Capital-Gazette Press - advertising sale		75	24	
Capital-Gazette Press - order nisi (sale)		15	00	
Capital-Gazette Press - order nisi (acct)		12	00	
Globe Indemnity Co. - bond premiums		22	80	
Robert H. Campbell - auctioneer's fee		45	00	
One-half Federal documentary stamps		3	30	
One-half State documentary stamps		6	60	
Mildred F. Bean - notary fees		1	50	181 44
To Attorney for Taxes, viz:				
1960 State and County taxes		48	14	
1961 State and County taxes - adjusted to 3/30/61		11	91	60 05
To Capital City Building & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of claim filed		2,512	33	
Interest @ 6% on principal balance of $2,451.33 from 3/31/61 to 6/26/61 - 2 months 26 days		35	13	2,547 46
To Anne Arundel General Hospital - in full for balance due on judgment in #8194 Law, viz:				
Balance due on principal	$ 729.85			
Interest from 8/14/59 to 6/26/61 - 1 yr. 10 months 12 days	81.74			
Court costs	28.55			
Fi. Fas (2)	7.50			
Sheriff's costs	7.83	855	47	855 47
To Nation Building & Loan Ass'n, Assignee of second mortgage filed herein - this balance on account claim filed (Order 4/12/61)		1,725	94	1,725 94
				5,741 61
Amount of Second mortgage claim filed		3,159	60	
Cr. Amount allowed above		1,725	94	
Balance due		1,433	66	

15

with

Louis M. Strauss, Attorney named in Mortgage

Cr.

1961						
Mar.	30	Proceeds of Sale	5,700	00		
		Interest on deferred payment of $5,200.00 to 5/17/61	41	61	5,741	61
					5,741	61

LIBER 131 PAGE 340

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

~~VERSUS~~

L. B. Edwards

and

Chloe B. Edwards, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,262 Equity.

FILED 1961 MAY 23 AM 9:08

ORDERED, This 23rd 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 26th 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 26th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

FILED 1961 JUN 28 PM 2:46

17

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 341

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,262

Auditor Account

L. B. Edwards

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 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,262 EQUITY

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
L. B. EDWARDS and
CHLOE B. EDWARDS, his wife

Ordered, this 23rd 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 26th 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 26th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju-8

FILED

No. M. G. 21374 1961 JUN 27 PM 3:31

18

No. 14,461 Equity

V.A.D.Jr.

William F. Podlich
Attorney named in Mortgage
301 Aurora Federal Building
Baltimore 1, Maryland

Clerk $ 28.00 Pd. 1/13/61
Appr. 10.00 Re-54494

Clerk 8.45
Shff.Balto.
Co. 2.30
Shff.A.A.
4344 Co. 1.45

Fred J. Eismeier
4 Hampton Road
Linthicum, Maryland
and
Jacob Halsor
1110 Hubner Avenue
Baltimore 28, Maryland

1-Filed Oct. 24, 1960. Order to docket suit for foreclosure, and Military Affidavit.
2-Filed Oct. 24, 1960. Statement of Mortgage Claim
3-Filed Oct. 24, 1960. "Attorney's Exhibit No. 1"
4-Filed Nov. 18, 1960. Bond with security approved
5-Filed Nov. 29, 1960. Report of Sale of Real Estate
6-Filed Nov. 29, 1960. Certificate of Publication of advertisement of sale.
7-Nov. 29, 1960. Order Niei issued & copy of eame mailed to Queen Anne Record-Observer for publication.
8-Filed Jan. 4, 1961. Certificate of Publication of order nisi.
9-Filed Jan. 6, 1961. Final Crder of Ratification of Sale
10-Filed Jan. 14, 1961. Report and account of auditor.
11-Jan. 14, 1961. Nisi Ratification of Audit issued & copy of same mailed to Queen Anne Record-Observer for publication.
12-Filed Feb. 7, 1961. Certificate of Publication of Nisi Ratification of Audit
13-Filed Feb. 7, 1961. Final Ratification of Audit

The abcve proceedings were recorded at length in Liber T. S. P. No. 4, folioe 40 thru 50, a Judgment In Extenso Record for Queen Anne's County.

T. Sorden Pippin, Clerk

14-Filed May 19, 1961. Motion of William F. Podlich, Attorney, for a Decree in Personam
15-Filed May 19, 1961. Attorney's Exhibit No. 1 (Military Affidavit)
16-Filed May 24, 1961. Order of Court directing eubpoena be iesued for defendants returnable June 5, 1961.
May 24, 1961. Subpoena issued for Fred J. Eismeier to Anne Arundel County & for Jacob Haleor to Baltimore County, together with copies of motion and order.
17-Filed June 9, 1961. Subpoena ret'd. endorsed: "Copy Pet & Order served on Jacob Haleor this 1st. day of June 1961. Gilbert G. Miller, Sheriff Balto.Co.
18-Filed June 14, 1961. Subpoena ret'd. endoreed: "Summoned Fred J. Eismeier thie 29th. day of May, 1961, and left with him a copy of Subpoena, Petition & Order. Joseph W. Alton, Jr., Sheriff.
19-Filed June 21, 1961. Decree in Pereonam entered in favor of William F. Podlich, Atty. named in Mtg., for sum of $11,216.66, against Fred J. Eismeier and Jacob Haleor with interest from date of final ratification of audit until paid, and costs accrued since ratification of audit.
20-Filed June 23, 1961. Order of William F. Podlich, Attorney named in Mortgage, to enter Decree in Personam to uee of Aurora Federal Savings and Loan Aseociation against Fred J. Eismeier and Jacob Haleor.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I HEREBY CERTIFY that the aforegoing is truly taken and copied from the original docket entriee, which are of record in the above entitled cause in Liber T.S.P. No. 2, folios 88, etc., a Chancery Docket of Queen Anne'e County.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 27th. day of June, in the year nineteen hundred and sixty one.

T Sorden Pippin
Clerk

FILED

1961 JUN 30 AM 11:59

LIBER 131 PAGE 343

WILLIAM F. PODLICH,
ATTORNEY NAMED IN MORTGAGE,

Vs.

FRED J. EISMEIER and
JACOB HALSOR

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4,344

No. 14,461 Equity

DECREE IN PERSONAM

FRED J. EISMEIER and JACOB HALSOR, the Mortgagors in the above entitled cause, having been duly summoned to appear in accordance with the Order of this Court passed on the 24th day of May, 1961, as appears from the return of the Sheriff to the Writs of Subpoena, and no sufficient cause having been shown, under the terms of the said Order, it is this 21st. day of June, 1961, by the Circuit Court for Queen Anne's County in Equity ADJUDGED and ORDERED that the Decree of this Court be and it is hereby entered in favor of WILLIAM F. PODLICH, Attorney Named in Mortgage, for the sum of Eleven Thousand Two Hundred Sixteen and 66/100 ($11,216.66) Dollars against the said FRED J. EISMEIER and JACOB HALSOR, with interest until paid from the date of the final ratification of the Auditor's Account herein, and all costs of suit accruing since the ratification of said Account.

Thos. J. Keating, Jr.

Judge

Filed June 21, 1961

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from the original Decree in Personam filed in the above entitled cause, and the same now remains on file in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 23rd. day of June, in the year nineteen hundred and sixty one.

J. Gordon Cooper

Clerk

FILED

1961 JUN 30 AM 11:59

2

LIBER 131 PAGE 344

WILLIAM F. PODLICH, ATTORNEY NAMED IN MORTGAGE,

Vs.

FRED J. KISSNER and JACOB NALSOR

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: IN EQUITY

: NO. 4,344.

No. 14,461 Equity

MR. CLERK:

The Decree in Personam, dated June 21, 1961. passed in the above entitled cause, in favor of WILLIAM F. PODLICH, ATTORNEY NAMED IN MORTGAGE, against FRED J. KISSNER and JACOB NALSOR, should be entered by you to the use of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Mortgagee named in the Mortgage foreclosed in the above entitled cause, and you are hereby authorized so to do.

William F. Podlich
William F. Podlich
Attorney Named in Mortgage

Filed June 23, 1961

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from the original Assignment filed in the above entitled cause, and the same now remains on file in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 23rd. day of June, in the year nineteen hundred and sixty one.

Clerk

FILED

1961 JUN 30 PM 12:00

3

Docket Entries

C-157-1960

No. 14,462 Equity

Maurice Cardin	:	Security Permanent Building
Trustee	:	and Loan Association, Inc.
	:	
	:	Security P. B. & L. Assn., Inc.
	:	Purchaser
	:	
	:	C-No.27111
	:	
	:	
	:	
	:	Wilson J. Gould and
	:	Annabel Gould, his wife

LIBER 131 PAGE 345

* *

8" June 1960 Petition for Sale of Mortgaged Premises (2535 Ashton St. J.F.C. 792-222 (1) and Petitioners Exhibit No. 1 (2) fd.

Same Day Decree (Bond Required $6000.) (3) fd.

Same Day Military Affidavit (4) fd.

Same Day Statement of Mortgage Claim (5) fd.

8" February 1961 Trustees Approved Bond (6) fd.

9" February 1961 Petition of Trustee for authority to collect rents and Order of Court thereon authorizing same (7) fd.

1" March 1961 Trustees Report of Sale (8) fd.

Same Day Ratified Nisi Order (9) fd.

4" April 1961 Certificate of Publication (10) fd.

Same day Trustees Report of Sale finally ratified and confirmed Order (11) fd.

28" April 1961 Auditors Report and Account (12) fd.

Same day Ratified Nisi Order fd.

9" May 1961 Auditors Report and Account finally ratified and confirmed order fd.

Same Day Motion for Decree in Personam (13) fd.

FILED

1961 JUN 30 PM 12:04

LIBER 131 PAG. 346

Same Day Subpoena (14) issd. (Summoned Ambo)

22" June 1961 Decree in Personam entered in favor of Plaintiffs for the sum of $4350.26 against said Defendants with interest until paid (15) fd.

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a **true cop** y **of the original** Docket Entries

now on file in this office in the cause therein entitled as above

***In Testimony Whereof*, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this** 28th **day of** June **A. D., 19** 61

Henry J. Ripperger
Clerk.

OTION FOR DECREE IN PERSON/

Security Permanent Building and Loan Association, Inc.

vs.

Wilson J. Gould and Annabel Gould, his wife
4602 Ritchie Highway, A.A. Co. 25

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

LIBER 131 PAGE 347

19 C-157
No. 14,462 Equity

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of Security Permanent Building and Loan Association, Inc. mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of Forty-Three Hundred Fifty Dollars and Twenty-Six Cents Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 9th day of May, 19 61, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of Forty-Three Hundred Fifty Dollars and Twenty-Six Cents dollars against the said Wilson J. Gould and Annabel Gould, his wife being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $ [illegible] against the said Wilson J. Gould & Annabel Gould upon due notice being given by summons or otherwise as the Court may direct to the said Wilson J. Gould and Annabel Gould, his wife And as in duty &c.

Maurice Cardin
Attorney for Mortgagee.
Maurice Cardin

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 9th day of May, 19 61, that the Clerk of this Court be and is hereby directed to issue the writ of subpeona directed to the said Wilson J. Gould and Annabel Gould, his wife commanding him to be and appear in this Court on the first Monday of June, 19 61, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

Joseph Allen
Wilson J. Gould and Annabel Gould, his wife

the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 9th day of May, 19 61, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 22nd day of June, 19 61, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Security Permanent Building & Loan Association the plaintiff herein for the sum of $ 4350.26 Dollars against the said Wilson J. Gould and Annabel Gould, his wife with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

E. Paul Mason

State of Maryland,

City of Baltimore, ss: LIBER 131 PAGE 348

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Motion for Decree in Personam and Order of Court

now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 29th day of June A. D., 19 61

Henry J. Ripperger
Clerk.

COURT OF APPEALS

FILED

1961 JUN 30 PM 12:04

3

LIBER 131 PAGE 349

LEROY CHEW
2031 Borsey Road
Glen Burnie, Maryland

Complainant

VS.

JOHN C. FLINN
Marriotsville, Maryland, and all persons having or claiming to have any interest in property known as Lot Nos. 1, 2, 3, 4 and 5 Block A, as shown on the Plat of Crystal Springs Park in the Fifth Election District of Anne Arundel County, Maryland,

And

SARAH J. EPPLER
3434 E. Lombard Street
Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lot Nos. 85 and 86, Block A and Lot Nos. 36 and 37, Block E, as shown on the Plat of Crystal Springs Park in the Fifth Election District of Anne Arundel County, Maryland,

And

CATHERINE V. LEE,
Also known as, CATHERINE CENTANI,
519 Stanford Road
Baltimore, Maryland, and all persons having or claiming to have any interest in property comprising 32.9 acres, more or less, being that tract subdivided and known as Crystal Springs Park in the Fifth Election District of Anne Arundel County, as shown on the Plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20, saving and excepting therefrom those lots in said subdivision which heretofore have been sold and conveyed to others by deeds duly recorded among the Land Records of Anne Arundel County, Maryland

Respondents

No. 14,289 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Leroy Chew, by William W. Townshend, Jr. and William E. Kirk, his attorneys, respectfully states:

1. That on March 9, 1961 the Certificate of Tax Sale attached hereto, pertaining to Lot Nos. 1, 2, 3, 4 and 5 Block A, Crystal Springs Park, and

FILED

1961 MAR 21 AM 10:43

marked Complainant's "Exhibit No. 1" was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners for Anne Arundel County, which Certificate has been assigned by the County Commissioners of Anne Arundel County to the Complainant, Leroy Chew, on March 14, 1961, and is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificates is described as follows:

> Certificate No. 3024-B - Lots of ground in the Fifth Election District of Anne Arundel County, Maryland, described as Lots 1, 2, 3, 4 and 5 Block A as shown on the plat of Crystal Springs,

which lots, at the time of the tax sale, were assessed to John C. Flinn, and were conveyed to John C. Flinn in fee simple, by deed dated July 25, 1928 by Interstate Realty and Home Builder Inc., said deed being recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 39 folio 40; and that the amount due to the Collector of Taxes to the State of Maryland and Anne Arundel County on the day of tax sale held October 14, 1935 was $64.60.

3. That the description of the property as the same appeared on the tax roll of the Treasurer of Anne Arundel County for the Fifth Election District on the day of the sale was:

> John C. Flinn,
> Marriotsville, Maryland
> Crystal Springs Park
> Lots No. 1, 2, 3, 4, 5
> Block A.

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to said Lots Nos. 1, 2, 3, 4, 5, Block A, as shown on a Plat of Crystal Springs Park was vested in the name of John C. Flinn, at the time of the tax sale, and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 4092.

5. That the County Commissioners of Anne Arundel County conveyed said Lots 1, 2, 3, 4 and 5 in Block A at Crystal Springs Park, among others, to Leroy Chew by deed dated February 17, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 458 folio 536. That the County Commissioners of Anne Arundel County obtained their right, title and interest in said property by deed dated February 17, 1948 from C. Albert Hodges, late

County Treasure. or Anne Arundel County, said d . being recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 458 folio 476 and the Certificate of Tax Sale filed herein was issued to the County Commissioners for Anne Arundel County on March 9, 1961 and thereafter assigned to your Complainant as aforesaid.

6. That on March 9, 1961, the Certificate of Tax Sale attached hereto, pertaining to Lots No. 85 and 86 Block A and 36 and 37 Block E as shown on the Plat of Crystal Springs Park and marked Complainant's "Exhibit No. 2" was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners for Anne Arundel County, which Certificate was assigned to your Complainant by the County Commissioners for Anne Arundel County on March 14, 1961 and is prayed to be taken as a part hereof.

7. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3023-B - Lots of ground in the Fifth Election District of Anne Arundel County described as Lot Nos. 36 and 37 Block E and 85 and 86 Block A as shown on the Plat of Crystal Springs,

which lots, at the time of the tax sale, were assessed to Sarah J. Eppler and were conveyed to Sarah J. Eppler in fee simple by deeds dated June 12, 1926 and June 22, 1926 by Interstate Realty and Home Builders, Inc., said deeds being recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 59 folio 278 and Liber F.S.R. No. 59 folio 280; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held on October 14, 1935 was $46.90.

8. That the descriptions of the property as the same appeared on the Tax Roll of the Treasurer of Anne Arundel County for the Fifth Election District on the day of the sale were:

> Sarah J. Eppler
> 3434 E. Lombard Street
> Baltimore, Maryland
> Crystal Springs
> Lots 36-37 Blk E
>
> Sarah J. Eppler
> 3434 E. Lombard Street
> Baltimore, Maryland
> Crystal Springs
> Lots 85-86 Blk A

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

9. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to said Lots No. 36 and 37 Block E and No. 85 and 86 Block A of Crystal Springs Park was vested in the name of Sarah J. Eppler at the time of the tax sale, and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 4087.

10. That the County Commissioners of Anne Arundel County conveyed said Lots 36 and 37 Block E and Lots 85 and 86 Block A of Crystal Springs Park to Leroy Chew by deed dated February 17, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 458 folio 536. That the County Commissioners of Anne Arundel County obtained their right, title and interest in said property by deed dated February 17, 1948 from C. Albert Hodges, late Treasurer for Anne Arundel County, said deed being recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 458 folio 482 and the Certificate of Tax Sale was issued to the County Commissioners for Anne Arundel County on March 9, 1961 and thereafter assigned to your Complainant as aforesaid.

11. That on March 9, 1961 the Certificate of Tax Sale attached hereto, pertaining to a tract of land containing 32.9 acres in Crystal Springs Park and marked Complainant's "Exhibit No. 3" was issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners for Anne Arundel County, which certificate was assigned to your Complainant on March 14, 1961 and is prayed to be taken as a part hereof.

12. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3022-B - a tract of ground in the Fifth Election District of Anne Arundel County described as 32.9 acres situated at Crystal Springs,

which tract, at the time of the tax sale, was assessed to Catherine V. Lee and was conveyed to Catherine Veronica Lee, also known as Catherine Centani, by deed dated January 21, 1932 by Sarah Lee, Widow, said deed being recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96 folio 141; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held on October 11, 1937, was $63.75.

13. That the description of the property as the same appeared on the Tax Roll of the Treasurer of Anne Arundel County for the Fifth Election District on the day of the sale was:

Catherine V. Lee
519 Stanford Road
Baltimore, Maryland
Crystal Springs Park
9.4 acres @ 100
23.5 acres @ 50

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

14. That according to the Equity, Law and Land Records of Anne Arundel County and the Register of Wills of Anne Arundel County, the title to the said 32.9 acre tract was vested in the name of Catherine Veronica Lee at the time of the tax sale, and that the Board of County Commissioners for Anne Arundel County purchased said tract at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 3746.

15. That the County Commissioners of Anne Arundel County conveyed said 32.9 acres of land, more or less, Crystal Springs Park to Leroy Chew by deed dated April 19, 1945 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 326 folio 429. That the County Commissioners for Anne Arundel County obtained their right, title and interest in said property from Joseph H. Pepper, late County Treasurer for Anne Arundel County, by deed dated March 28, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 303 folio 178, and the Certificate of Tax Sale was issued to the County Commissioners of Anne Arundel County on March 9, 1961 and assigned to your Complainant as aforesaid.

16. That Catherine Veronica Lee, also known as Catherine Centani, acquired a 32.9 acre tract at Crystal Springs Park from Sarah Lee, Widow, by deed dated January 21, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96 folio 141; that this tract originally consisted of 42 acres, more or less, and Thomas E. Noonan, the owner, subdivided this 42 acre tract into a development named Crystal Springs Park as shown on a Plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20; after selling Lots 19, 20 Block A, 14 and 15 Block E, 6 and 7 Block F, 5 and 6 Block K Thomas E. Noonan sold the balance of the tract to the Interstate Realty and Home Builders Inc. by deed dated June 8, 1926 and recorded among

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the aforesaid Land Records in Liber W. M. B. No. 20 folio 283; that said corporation subsequently executed a mortgage to Sarah Lee dated June 8, 1926 and recorded among the said Land Records in Liber W.M.B. No. 25 folio 160; that Lot Nos. 1 to 5 inclusive, 6, 7, 8, 9, 66, 67, 80, 81, 85 and 86 Block A; Lot Nos. 10, 11, 12, 17, 18, 19, 20, 21 and 22 Block C; Lot Nos. 1 and 2 Block D, Lot Nos. 6, 7, 11, 12, 13, 21, 22, 23, 36 and 37 Block E; Lot Nos. 1, 2, 6, 7, 17, 18, 19, 22, 23 and 24 Block G; Lot Nos. 2, 5, 6, 10, 11 and 24 Block H; Lot Nos. 26 and 27 Block J.; Lot Nos. 29 and 30 Block K; Lot Nos. 1, 2, 3, 20, 21, 24 and 25 Block L were sold by the aforesaid corporation prior to the foreclosure of said mortgage by the said Sarah Lee; that the Sarah Lee purchased the balance of the unsold lots in said subdivision at the foreclosure sale thereof and the same was conveyed to her by deed dated January 24, 1930 and recorded among the aforesaid Land Records in Liber F. S. R. No. 65 folio 40; that the said Sarah Lee sold off Lots Nos. 64, 65, 77 and 78 Block A, 15, 16, 57 and 58 Block C, 1, 2, 8, 9, 18 and 19 Block F, 21 and 22 Block G and 3 and 4 Block H before conveying the balance of the tract known as Crystal Springs Park to Catherine Veronica Lee by deed as aforesaid; that after acquiring title to said property the said Catherine Veronica Lee sold off Lots 31 and 32 Block E, 16 and 17 Block J and 23 and 24 Block K prior to the date Joseph H. Pepper, Treasurer for Anne Arundel County, sold the balance of the tract for taxes as aforesaid to the County Commissioners for Anne Arundel County; that prior to conveying the 32.9 acre tract to your Complainant, Leroy Chew, the County Commissioners for Anne Arundel County conveyed Lots 3, 4, 5, 8 to 17 inclusive and 20 to 23 inclusive Block F of Crystal Springs Park unto Walter A. Davis and wife by deed dated May 31, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 308 folio 162; that the said 32.9 acre tract conveyed to the Complainant, Leroy Chew, by the County Commissioners as aforesaid is, and is intended to comprise the balance of the unsold lots in the subdivision known as Crystal Springs Park which have not been sold and conveyed to others heretofore by deeds duly recorded among the aforesaid Land Records, and includes all of the streets, avenues and those portions marked "Community Park" as shown on the aforesaid Plat of Crystal Springs Park; and that the 32.9 acre tract sold by the County Commissioners for Anne Arundel County to your Complainant as aforesaid included but was not limited to the

following lots as shown on the aforesaid Plat of Crystal Springs Park:

Block A - Lots 10 to 18 inclusive, 21 to 23 inclusive, 26 to 35 inclusive, 38 to 63 inclusive, 68, 69, 74, 75, 76, 79, 82, 83, 84, 89 and 90.
Block B - Lots 1 to 34 inclusive.
Block C - Lots 1 to 9 inclusive, 13, 14, 23 to 52 inclusive, 55 and 56.
Block D - Lots 3 to 17 inclusive.
Block E - Lots 1 to 5 inclusive, 16 to 20 inclusive 24 to 30 inclusive, 33, 34, 35 and 38 to 43 inclusive.
Block G - Lots 3, 4, 5, 8 to 16 inclusive, and 25 to 29 inclusive.
Block H - Lots 1, 7, 8, 9, and 12 to 23 inclusive.
Block J - Lots 1 to 15 inclusive, 18, 19, 20, 23, 24, 25, 28, 29, 30 and 31.
Block K - Lots 1 to 4 inclusive, 7 to 10 inclusive, 13, 14, 15, 18 to 22 inclusive, and 25 to 28 inclusive.
Block L - Lots 4 to 10 inclusive, 12 to 19 inclusive, 22 and 23.

LIBER 131 PAGE 355

17. That the aforesaid lots of ground have not been redeemed by any party in interest, although more than one year and one day from the date of sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Sections 97 through Section 123 of Article 81 of the Annotated Code of Maryland (1957 Edition).

18. That it appears that the Respondents herein, according to the assessment records, are residents of the State of Maryland, and therefore your Complainant prays for process to be directed to the aforesaid Respondents, at their last known address above set forth, as the addresses of said resident Respondents.

19. The amount necessary for the redemption of the above entitled property is as follows:

John C. Flinn, Certificate No. 3024-B - $64.60

Sarah J. Eppler, Certificate No. 3023-B - $46.90

Catherine V. Lee, Certificate No. 3022-B - $63.75

which are the amounts paid for said property, as the same appeared on the Certificates of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest, and penalties paid by the Complainant herein, subsequent to the date of sale of said property and all charges permitted under the provision of the Article 81 of the Annotated Code of Maryland, as amended.

20. That the Complainant prays for an Order of Publication directed to all parties in interest in the aforementioned property.

TO THE END, THEREFORE,

(a) That this Court pass a final Decree foreclosing all the rights of redemption of the Respondents herein, in and to the following lots and tracts:

(1) Lots Nos. 1, 2, 3, 4 and 5 Block A as shown on the Plat of Crystal Springs Park.

(2) Lots Nos. 85 and 86 Block A and 36 and 37 Block E as shown on the Plat of Crystal Springs Park.

(3) A tract comprising 32.9 acres more or less, being the same tract subdivided and known as Crystal Springs Park as shown on a Plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20, save and excepting therefrom those lots in said subdivision which heretofore have been sold and conveyed to others by deeds duly recorded among the Land Records of Anne Arundel County, and including but not limited to those lots listed by Blocks in Paragraph 16 of this Bill of Complaint and including the streets, avenues and portions of the aforesaid plat marked "Community Park."

(b) That this Court pass a final Decree whereby there will be vested in the Complainant, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the day of , 1961, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

LIBER 131 PAGE 356

AND AS IN DUTY BOUND, ETC.

TOWNSHEND AND KIRK

By: William E. Kirk
William E. Kirk
Attorneys for Complainant
Towns-Worth Bldg., South St.
Annapolis, Maryland
Col. 3-4546

Leroy Chew
Leroy Chew

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of March, 1961, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Leroy Chew, the above named Complainant, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Eleanor M
Notary Public

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Case # 4092

No 3024-B CERTIFICATE OF TAX SALE LIBER 131 PAGE 358

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 64 Dollars and 60 Cents, of which 6.40 Dollars has been paid as a deposit on the property in Dist. 5 described as Lots 1-2-3-4-5 Blk. A as shown on the plat of Crystal Springs

and assessed to John C. Flinn

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, 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 9th day of March 1961

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of ~~October,~~ MARCH 1961, 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. Lacy
Notary Public.

My Commission Expires May 1, 1961

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"Exhibit No. 1"
(both sides)

10

10

The undersigned, body corporate, does hereby assign all of its right, title and interest in and to the within Certificate of Tax Sale unto Leroy Chew.

WITNESS the signature of Frank Wilde, President of the County Commissioners of Anne Arundel County, a body corporate, and its corporate seal duly affixed and attested by its Clerk.

LIBER 131 PAGE 359

TEST:

Lucy Loskosky

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

By: Frank W. Wilde

Frank Wilde, President

Case # 4087

LIBER 131 PAGE 360

Nº 3023-B CERTIFICATE OF TAX SALE

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 46 Dollars and 90 Cents, of which 46.90 Dollars has been paid as a deposit on the property in Dist. 5 described as Lots 36-37 Blk E & Lts 85-86 Blk A as shown on the plat of Crystal Springs and assessed to Sarah J. Eggles

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 9th day of March 1961

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of ~~October~~ March, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 1, 1961

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"Exhibit No. 2"
(both sides)

The undersigned, body corporate, does hereby assign all of its right, title and interest in and to the within Certificate of Tax Sale unto Leroy Chew.

WITNESS the signature of Frank Wilde, President of the County Commissioners of Anne Arundel County, a body corporate, and its corporate seal duly affixed and attested by its Clerk.

LIBER 131 PAGE 361

TEST:

Lucy Loskosky
Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

By: Frank W. Wilde
Frank Wilde, President

Case # 3746

Nº 3022-B CERTIFICATE OF TAX SALE LIBER 131 PAGE 362

I, Edward M. Dunn Jr successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1937, I sold to A. A Co. Comm. at public auction for the sum of 63.75 Dollars and ____ Cents, of which 63.75 Dollars has been paid as a deposit on the property in Dist. 5 described as 32.9 Acres situated at Crystal Springs

and assessed to Catherine V. Lee

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1938, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9th day of March 1961

Edward M. Dunn Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of ~~October~~ March, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 1, 1961

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"Exhibit No. 3"
(both sides)

12

14

The undersigned, body corporate, does hereby assign all of its right, title and interest in and to the within Certificate of Tax Sale unto Leroy Chew.

WITNESS the signature of Frank Wilde, President of the County Commissioners of Anne Arundel County, a body corporate, and its corporate seal duly affixed and attested by its Clerk.

LIBER 131 PAGE 363

TEST:

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

By: Frank W. Wilde
Frank Wilde, President

LIBER 131 PAGE 364

NO. 14289 EQUITY

LEROY CHEW
2031 Dorsey Road
Glen Burnie, Maryland

Complainant

*

IN THE

VS.

JOHN C. FLINN
Marriotsville, Maryland, and all persons having or claiming to have any interest in property known as Lot Nos. 1, 2, 3, 4 and 5 Block A, as shown on the Plat of Crystal Springs Park in the Fifth Election District of Anne Arundel County, Maryland,

*

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

And

SARAH J. EPPLER
3434 E. Lombard Street
Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lot Nos. 85 and 86, Block A and Lot Nos. 36 and 37, Block E, as shown on the Plat of Crystal Springs Park in the Fifth Election District of Anne Arundel County, Maryland,

*

And

CATHERINE V. LEE
Also known as, CATHERINE CENTANI,
519 Stanford Road
Baltimore, Maryland, and all persons having or claiming to have any interest in property comprising 32.9 acres, more or less, being that tract subdivided and known as Crystal Springs Park in the Fifth Election District of Anne Arundel County, as shown on the Plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20, saving and excepting therefrom those lots in said subdivision which heretofore have been sold and conveyed to others by deeds duly recorded among the Land Records of Anne Arundel County, Maryland.

Respondents

*

* * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to procure the foreclosure of all rights of redemption in the following properties situate in the Fifth Election District of Anne Arundel County sold by the Collector of Taxes of the State of

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Maryland and Anne Arundel County, to the County Commissioners for Anne Arundel County, their interests being subsequently assigned to the Complainant in these proceedings:

Lot Nos. 1, 2, 3, 4, 5, Block A as shown on the Plat of Crystal Springs Park.

Being the same lots of ground described in the deed from Interstate Realty and Home Builders, Inc. to John C. Flinn, dated July 25, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 39 folio 40.

Lot Nos. 36 and 37 Block E and 85 and 86 Block A as shown on the Plat of Crystal Springs Park.

Being the same lots of ground described in deeds from Interstate Realty and Home Builders, Inc. to Sarah J. Eppler, dated June 12, 1926 and June 22, 1926 respectively, said deeds being recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 59 folio 278 and Liber F. S. R. No. 59 folio 280.

32.9 acres situated at Crystal Springs Park.

Being that tract subdivided and known as Crystal Springs Park as shown on the Plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20, saving and excepting therefrom those lots in said subdivision which heretofore have been sold and conveyed to others by deeds duly recorded among the Land Records of Anne Arundel County, Maryland, and including but not limited to the streets, avenues and those portions marked "Community Park" as shown on the aforesaid Plat of Crystal Springs Park and the following numbered lots as shown on the aforesaid Plat of Crystal Springs Park:

Block A - Lots 10 to 18 inclusive, 21 to 23 inclusive, 26 to 35 inclusive, 38 to 63 inclusive, 68, 69, 74, 75, 76, 79, 82, 83, 84, 89 and 90.
Block B - Lots 1 to 34 inclusive.
Block C - Lots 1 to 9 inclusive, 13, 14, 23 to 52 inclusive, 55 and 56.
Block D - Lots 3 to 17 inclusive.
Block E - Lots 1 to 5 inclusive, 16 to 20 inclusive, 24 to 30 inclusive, 33, 34, 35, 38 to 43 inclusive.
Block G - Lots 3, 4, 5, 8 to 16 inclusive, 25 to 29 inclusive.
Block H - Lots 1, 7, 8, 9, 12 to 23 inclusive.
Block J - Lots 1 to 15 inclusive, 18, 19, 20, 23, 24, 25, 28, 29, 30 and 31.
Block K - Lots 1 to 4 inclusive, 7 to 10 inclusive, 13, 14, 15,

18 to 22 inclusive, and 25 to 28 inclusive.
Block L - Lots 4 to 10 inclusive, 12 to 19 inclusive, 22 and 23.

Being part of that tract of ground described in a deed from Sarah Lee, Widow, to Catherine Veronica Lee, by deed dated January 21, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 94 folio 141.

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

It is thereupon this 27th day of March, 1961, by the Circuit Court for Anne Arundel County, in Equity, Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for 4 successive weeks, warning all persons interested in said property to be and appear in this Court by the 27th day of May, 1961, and redeem the property and answer the Bill, or thereafter a Final Decree will be rendered foreclosing all rights of redemption investing in the Complainant a title free and clear of all encumberances.

George T. Cromwell

George T. Cromwell, Clerk

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No. 14,289 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LEROY CHEW
2031 Dorsey Road
Glen Burnie, Maryland
Complainant

VS.

JOHN C. FLINN
Marriotsville, Maryland, and all persons having or claiming to have any interest in property known as Lot Nos. 1, 2, 3, 4 and 5 Block A, as shown on the Plat of Crystal Springs Park in the Fifth Election District of Anne Arundel County, Maryland,
And
SARAH J. EPPLER
3434 E. Lombard Street
Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lot Nos. 85 and 86, Block A and Lot Nos. 36 and 37, Block E, as shown on the Plat of Crystal Springs Park in the Fifth Election District of Anne Arundel County, Maryland,
And
CATHERINE V. LEE
Also known as, CATHERINE CENTANI,
519 Stanford Road
Baltimore, Maryland, and all persons having or claiming to have any interest in property comprising 32.9 acres, more or less, being that tract subdivided and known as Crystal Springs Park in the Fifth Election District of Anne Arundel County, as shown on the Plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20, saving and excepting therefrom those lots in said subdivision which heretofore have been sold and conveyed to others by deeds duly recorded among the Land Records of Anne Arundel County, Maryland.
Respondents

Order Of Publication

No. 16

The object of this proceeding is to procure the foreclosure of all rights of redemption in the following properties situate in the Fifth Election District of Anne Arundel County sold by the Collector of Taxes of the State of Maryland and Anne Arundel County, to the County Commissioners for Anne Arundel County, their interests being subsequently assigned to the Complainant in these proceedings:

Lots Nos. 1, 2, 3, 4, 5, Block A as shown on the Plat of Crystal Springs Park.

Being the same lots of ground described in the deed from Interstate Realty and Home Builders, Inc. to John C. Flinn, dated July 25, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 39 folio 40.

Lot Nos. 36 and 37 Block E and 85 and 86 Block A as shown on the Plat of Crystal Springs Park.

Being the same lots of ground described in deeds from Interstate Realty and Home Builders, Inc. to Sarah J. Eppler, dated June 12, 1926 and June 22, 1926 respectively, said deeds being recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 59 folio 278 and Liber F. S. R. No. 59 folio 280.

32.9 acres situated at Crystal Springs Park.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 367

CERTIFICATE OF PUBLICATION

Annapolis, Md., *April 15*, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,289

John C. Flinn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *25th* day of *May*, 1961. The first insertion being made the *23rd* day of *March*, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

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H. Tilghman

19

Being that tract subdivided and known as Crystal Springs Park as shown on the Plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20, saving and excepting therefrom those lots in said subdivision which heretofore have been sold and conveyed to others by deeds duly recorded among the Land Records of Anne Arundel County, Maryland, and including but not limited to the streets, avenues and those portions marked "Community Park" as shown on the aforesaid Plat of Crystal Springs Park and the following numbered lots as shown on the aforesaid Plat of Crystal Springs Park:

Block A — Lots 10 to 1[illegible] inclusive, 21 to 23 inclusive, [illegible]6 to 35 inclusive, 38 to 63 inclusive, 68, 69, 74, 75, 76, 79, 82, 83, 84, 89 and 90.

Block B — Lots 1 to 34 inclusive.

Block C — Lots 1 to 9 inclu[illegible] 13, 14, 23 to 52 inclusive and 56.

Block D — Lots 3 to 17 inclusive.

Block E — Lots 1 to 5 inclusive, 16 to 20 inclusive, 24 to 30 inclusive, 33, 34, 35, 38 to 43 inclusive.

Block G — Lots 3, 4, 5, 8 to 16 inclusive, 25 to 29 inclusive.

Block H — Lots 1, 7, 8, 9, 12 to 23 inclusive.

Block J — Lots 1 to 15 inclusive, 18, 19, 20, 23, 24, 25, 28, 29, 30 and 31.

Block K — Lots 1 to 4 inclusive, 7 to 10 inclusive, 13, 14, 15, 18 to 22 inclusive, and 25 to 28 inclusive.

Block L — Lots 4 to 10 inclusive, 12 to 19 inclusive, 22 and 23.

Being part of that tract of ground described in a deed from Sarah Lee, Widow, to Catherine Veronica Lee, by deed dated January 21, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 94 follo 141.

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

It is thereupon this 21st day of March, 1961, by the Circuit Court for Anne Arundel County, in Equity, Ordered, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for 4 successive weeks, warning all persons interested in said property to be and appear in this Court by the 25th day of May, 1961, and redeem the property and answer the Bill, or thereafter a Final Decree will be rendered foreclosing all rights of redemption investing in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-13

LIBER 131 PAGE 369

LEROY CHEW	*	NO. 14,289 EQUITY
Complainant	*	IN THE
VS.	*	CIRCUIT COURT
JOHN C. FLINN, et al	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY
* *	*	* *

AFFIDAVIT OF EFFORT TO LOCATE DEFENDANTS

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

I HEREBY CERTIFY, that on this 26th day of May, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William W. Townshend, Jr. and made oath in due form of law that:

1. Two non est have been returned on the Defendants, John C. Flinn, Marriotsville, Maryland, Sarah J. Eppler, 3434 E. Lombard Street, Baltimore, Maryland and Catherine V. Lee, also known as Catherine Centani, 519 Stanford Road, Baltimore, Maryland, at their last known addresses as shown on the tax records of Anne Arundel County.

2. A search of the records of the Orphans Court for Anne Arundel County and the Washington, Annapolis and Baltimore Telephone Directories failed to disclose a more recent address for any of the resident defendants and, in addition, a search of the Newark-New Jersey Telephone Directory failed to disclose a more recent address for Catherine or Michael Centani.

AS WITNESS my hand and Notarial Seal.

Eleanor M. [illegible]
Notary Public

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AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 131 PAGE 370

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

I hereby certify that, on this 26th day of May ,

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 for Leroy Chew,

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

John C. Flinn, Sarah J. Eppler and Catherine V. Lee,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 26th day of May , 19 61 .

Notarial Seal

Eleanor M. Doerer
Notary Public

My Commission will expire on: May 6, 1963

Filed,

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1961 MAY 26 PM 3:52

18

21

LIBER 131 PAGE 371

LEROY CHEW	*	NO. 14,289 EQUITY
Complainant	*	IN THE
VS.	*	CIRCUIT COURT
JOHN C. FLINN, et al	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

* * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two non ests were returned on the resident defendants in this cause at their last known addresses, that a reasonable effort was made to locate a new address for the said resident defendants and that an ORDER OF PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, and the defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them within the time allotted,

It is thereupon, this 27th day of May, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be, and the same is hereby taken pro confesso against the defendants in these proceedings.

J. Barri Daniels
JUDGE

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1961 MAY 31 PM 3:27

19

LIBER 131 PAGE 372

LEROY CHEW	*	NO. 14,289 EQUITY
Complainant	*	IN THE
VS.	*	CIRCUIT COURT
JOHN C. FLINN, et al	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

* * * * *

FINAL DECREE

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

It is, thereupon, this 5th day of July, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Respondents, or of anyone claiming by, through or under them, in and to the properties described in these proceedings, namely:

   a. Lots Nos. 1, 2, 3, 4 and 5 Block A as shown on the Plat of Crystal Springs Park in the Fifth Election District, Anne Arundel County, Maryland.

   b. Lots Nos. 85 and 86 Block A and Lots Nos. 36 and 37 Block E as shown on the Plat of Crystal Springs in the Fifth Election District, Anne Arundel County, Maryland.

   c. All of that property comprising 32.9 acres, more or less, being that tract subdivided and known as Crystal Springs Park in the Fifth Election District of Anne Arundel County as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 1 page 20, SAVING and EXCEPTING therefrom

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those lots in said subdivision which heretofore had been sold or conveyed to others by deeds duly recorded among the Land Records of Anne Arundel County, Maryland, including but not limited to the following lots as shown on the aforesaid plat of Crystal Springs Park:

Block A - Lots 10 to 18 inclusive, 21 to 23 inclusive, 26 to 35 inclusive, 38 to 63 inclusive, 68, 69, 74, 75, 76, 79, 82, 83, 84, 89 and 90.
Block B - Lots 1 to 34 inclusive.
Block C - Lots 1 to 9 inclusive, 13, 14, 23 to 52 inclusive, 55 and 56.
Block D - Lots 3 to 17 inclusive.
Block E - Lots 1 to 5 inclusive, 16 to 20 inclusive, 24 to 30 inclusive, 33, 34, 35 and 38 to 43 inclusive.
Block G - Lots 3, 4, 5, 8 to 16 inclusive, and 25 to 29 inclusive.
Block H - Lots 1, 7, 8, 9 and 12 to 23 inclusive.
Block J - Lots 1 to 15 inclusive, 18, 19, 20, 23, 24, 25, 28, 29, 30 and 31.
Block K - Lots 1 to 4 inclusive, 7 to 10 inclusive, 13, 14, 15, 18 to 22 inclusive, and 25 to 28 inclusive.
Block L - Lots 4 to 10 inclusive, 12 to 19 inclusive, 22 and 23.

and having been sold by the Treasurer of Anne Arundel County on October 14, 1935 and October 11, 1937 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 the said property, free and clear of all alienations descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to the date of sale and the public assessments to which the same are 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 accruing subsequent to the dates of said tax sales, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Complainant.

4. That the Complainant shall pay the costs of these proceedings.

Matthew J. Evans
Judge

LIBER 131 PAGE 375

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	OF
vs.	*	ANNE ARUNDEL COUNTY
ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife,	* Docket	Folio
	Case No.	14,197
Defendants	* Filed	

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, by its attorney, Wm. Holland Wilmer, II, respectfully represents:

That on the 28th day of June, 1955, the Defendants executed and delivered to Connecticut General Life Insurance Company, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $10,400.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

That the Defendants have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Wm. Holland Wilmer

Wm. Holland Wilmer, II,
Attorney for Plaintiff

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1961 JAN 31 AM 8:57

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

LIBER 941 PAGE 560

MARYLAND

LIBER 131 PAGE 376

No. 14,197 Equity

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 28th day of June, A. D. 1955, by and between ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and CONNECTICUT GENERAL LIFE INSURANCE COMPANY,

a corporation organized and existing under the laws of the State of Connecticut hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten Thousand Four Hundred And 00/100---------- Dollars ($ 10,400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Connecticut General Life Insurance Company, in Hartford, Connecticut ~~Maryland~~, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-Seven And 82/100----------Dollars ($ 57.82), commencing on the first day of August, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1980. 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 Lots Nos. 5,6 and 7, Section K, as shown on the Plat of Glen Burnie Heights, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 16, Folios 19 and 20, formerly recorded in Plat Cabinet 2, Rod D-2, Plat 193, and in Plat Book G.W. 3, Folio 193.

BEING the same lots of ground which by Deed of even date herewith recorded or intended to be recorded among the Plat Records of Anne Arundel County immediately prior hereto was granted and conveyed by The Dixon Holding Company, a body corporate, unto the Mortgagors herein.

"PETITIONER'S EXHIBIT NO. 1"

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

16—49890-6

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

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

The Mortgagors agree that should the Note and Mortgage not be eligible for guarantee by the Administrator for Veterans' Affairs within 30 days from the date hereof, or should any Officer or Authorized Agent of the said Administrator at any time claim a defense whether in whole or in part against any guarantee previously given, the Mortgagee may at its option declare all sums secured thereby immediately due and payable.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to an annual ground rent of $108.00 payable on the 28th 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 sixty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or R. Dorsey Watkins, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of 105.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: William G. Kearney

WILLIAM G. KEARNEY

Roland Luke Garrison [SEAL]
ROLAND LUKE GARRISON

Erminia T. Garrison [SEAL]
ERMINIA T. GARRISON

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 28th day of June, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Roland Luke Garrison and Erminia T. Garrison, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

William G. Kearney
Notary Public

WILLIAM G. KEARNEY

Recorded: July 5, 1955 at 9.15 A.M.

LIBER 941 PAGE 563

STATE OF MARYLAND

(3) E Mortgage

FROM

ROLAND LUKE GARRISON, AND

ERMINIA T. GARRISON, HIS WIFE

TO

CONNECTICUT GENERAL LIFE

INSURANCE COMPANY

Received for Record 5 July 1955 at 9:15 o'clock A. M.
Same day recorded in Liber 941 Folio 563 &c.,
No. 941 one of the Land Records of A.A. Co.

and examined per
GEORGE T. CROMWELL, Clerk
Clerk

Cost of Record, $ 1.50

CHATTEL INDEX

LIBER 131 PAGE 380

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	OF
	*	ANNE ARUNDEL COUNTY
ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife,	*Docket	Folio
	Case No.	14,197
Defendants	*Filed	

****

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared HARRY H. BATCHELOR, Vice President of the James W. Rouse & Co., Inc., and made oath in due form of law that he knows of the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Harry H. Batchelor

Harry H. Batchelor,
Vice President of
James W. Rouse & Co., Inc.

Subscribed and sworn to before me this 27th day of January, 1961.

Gloria Jean Roach
Notary Public

My commission expires: May 1, 1961.

FILED

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LIBER 131 PAGE 381

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	OF
vs.	*	ANNE ARUNDEL COUNTY
ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife,	*	Docket ____ Folio ____ Case No. 14197
Defendants	*	Filed ____

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of January 31, 1961

Roland Luke and Erminia T. Garrison
123 5th Avenue, S.W.
Glen Burnie, Maryland

Original amount of mortgage		$10,400.00
LESS Total principal payments		1,287.23
		9,112.77
PLUS Interest due from 8/1/60 through 1/31/61 at 4-1/2% on $9,112.77	$205.02	
Late charges from September, October, November, December and January at $3.33	16.65	221.67
		$ 9334.44
LESS Credit balance in expense account		1.89
TOTAL MORTGAGE DEBT CLAIMED		$ 9,332.55

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 27th day of January, 1961, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry H. Batchelor, Vice President of the James W. Rouse & Co., Inc. and agent of the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of January 31, 1961, to the said Connecticut General Life Insurance Company.

AS WITNESS my hand and Notarial Seal.

GLORIA JEAN ROUSE
NOTARY PUBLIC
BALTIMORE CITY, MD.

Gloria Jean Rouse
Notary Public

My commission expires: May 1, 1961.

FILED
1961 JAN 31 AM 9:57

7

LIBER 131 PAGE 382

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	OF
vs.	*	ANNE ARUNDEL COUNTY
ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife,	*	Docket Folio
	*	Case No. 14,127
Defendants	*	Filed

* * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 31st day of January, 1961, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Wm. Holland Wilmer, II and Charles T. Albert, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand, Five Hundred Dollars ($9,500.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale of the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1958 Ed.) Rule 1391 §e(1) (b) (1), of the time, place, manner and terms of sale, which shall be

all cash, and the unpaid balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sole, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

D. Bruce Duckett
Judge

FILED
1961 FEB -1 AM 10:21

9

LIBER 10 PAGE 526

LIBER 131 PAGE 384

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

330704

No. 14,197 Equity

Know All Men By These Presents:

THAT WE, Charles T. Albert and Wm. Holland Wilmer II - First National Bank Building, Baltimore, Maryland,

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of TEN THOUSAND AND 00/100 - - - - - - - - - - Dollars ($ 10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th - - - - - day of March - - - in the year of our Lord one thousand nine hundred and sixty-one

WHEREAS, the above bounden Charles T. Albert and Wm. Holland Wilmer II

by virtue of a decree of the Honorable the Judge of Circuit Court for Anne Arundel County - Md.

has been appointed Trustees to foreclose on property No. 123 Fifth Avenue S.W. Glen Burnie, Maryland mentioned in the proceedings in the case of

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

vs.

ROLAND LUKE GARRISON AND ERMINIA T. GARRISON his wife

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert and Wm. Holland Wilmer II do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. M. Reidenmeyer

H. M. Reidenmeyer

Charles T. Albert (SEAL)
Charles T. Albert

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer II

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R. T. Nichols Attorney-in-Fact

As to Surety:

M. S. Kraus

FILED

1961 MAR 14 PM 12:12

Bond approved this 14 day of March 1961

George T. Cromwell Clerk

1-307-Md. Trustee—Receiver 500-9-51

10

LIBER 131 PAGE 385

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	OF
ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	*	Docket Folio Case No. 14,197 Equity Filed

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

REPORT OF SALE

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

The Report of Sale of Wm. Holland Wilmer, II and Charles T. Albert, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Friday, March 17, 1961 at 12:00 Noon, sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the June 28, 1955, and delivered to Connecticut General Life Insurance Company and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 941, folio 560.

And your Trustees sold said property unto Connecticut General Life Insurance Company at and for the sum of Eight Thousand Dollars ($8,000.00), said company being at that price the highest bidder therefor.

FILED

1961 MAR 22 AM 11:24

//

AND, as in duty bound, etc.

Wm. Holland Wilmer II (SEAL)
Wm. Holland Wilmer, II, Trustee

Charles T. Albert (SEAL)
Charles T. Albert, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 21st 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 WM. HOLLAND WILMER, II, and CHARLES T. ALBERT, Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

VERA MAE RICHTEMEYER ☆ NOTARY PUBLIC ☆ BALTIMORE, MD.

Vera Mae Richtemeyer
Notary Public

My commission expires: May 1, 1961

12

ORDER NISI

LIBER 131 PAGE 387

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

versus

ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,197 Equity

Ordered, this 22nd day of March, 19 61, That the sale of the Property in these Proceedings mentioned made and reported by Wm. Holland Wilmer, II and Charles T. Albert, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

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

Filed Mar.22 ,1961
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

versus

ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of May, 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 MAY -2 PM 1:54

13

14,197

PIPER — MARBURY
Solicitors
900 First National Bank Bldg.
Baltimore 2, Maryland

Trustee's Sale

OF LEASEHOLD PROPERTY

THE IMPROVEMENTS THEREON BEING KNOWN AS 123 5TH AVENUE, S.W., GLEN BURNIE, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County passed on this 31st day of January, 1961, in the case entitled "Connecticut General Life Insurance Company, Plaintiff vs. Roland Luke Garrison and Erminia T. Garrison, his wife, Defendants", the undersigned Trustees will sell at public auction at the premises on

Friday, March 17, 1961 at 12 Noon

The property is described as follows:

"Being known and designated as Lots Nos. 5, 6 and 7, Section K, as shown on the Plat of Glen Burnie Heights, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 16, Folios 19 and 20, formerly recorded in Plat Cabinet 2, Rod D-2, Plat 193, and in Plat Book G.W. 3, Folio 193." For a more complete description see the mortgage from Roland Luke Garrison and Erminia T. Garrison, his wife, to Connecticut General Life Insurance Company, dated June 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 941, folio 560.

SUBJECT to an annual ground rent of $108.00.

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

THE IMPROVEMENTS consist of an attractive brick and frame one story detached dwelling containing 5 rooms. There are 3 bedrooms and a bath. There is a full cement floor basement. There is forced hot air, gas fired heat.

TERMS: A cash deposit of $800.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to day of sale.

Wm. Holland Wilmer, II and
Charles T. Albert, Trustees
M-16

No. 14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 388

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Trustee's Sale

Roland Luke Garrison

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 March, 1961. The first insertion being made the 23rd day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED 1961 MAR 29 AM 8:56

OFFI . . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 389

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,197

Roland Luke Garrison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of May, 1961. The first insertion being made the 30th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -1 By [illegible]

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,197 Equity

Connecticut General Life Insurance Company

versus

ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife

Ordered, this 22nd day of March, 1961, That the sale of the Property in these Proceedings mentioned made and reported by Wm. Holland Wilmer, II and Charles T. Albert, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-20

No. M. G. 22103

15

LIBER 131 PAGE 390

In the Case of

Connecticut General Life Insurance Company

VS.

Roland Luke Garrison and Erminia T. Garrison, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,197 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. Jenkins
Auditor.

May 24, 1961

FILED
1961 MAY 31 AM 9:40

16

LIBER 131 PAGE 391

Dr. Connecticut General Life Insurance Co. vs. Roland Luke Garrison and Erminia T. Garrison, his wife

in ac.

To Trustees for Fee, viz:	105	00		
To Trustees for Commissions, viz:	271	90	376	90
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.- bond premium	40	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps -	4	40		
One-half State documentary stamps	8	80		
Vera M. Richtemeyer - notary fee		50	182	22
To Trustees for Taxes, viz:				
1961 State and County taxes ($141.56) - 2 months 17 days	29	95	29	95
To Trustees for Benefit Charges, viz:				
1961 water and sewer benefit charge ($29.79) - 2 months 17 days	6	70	6	70
To Trustees for Ground Rent, viz:				
Semi-annual ground rent ($54.00) due 6/28/61 - 2 months 17 days	23	40	23	40
To Connecticut General Life Insurance Co., mortgagee - this balance on account mortgage claim	7,383	51	7,383	51
			8,063	18
Amount of mortgage claim filed	9,332	55		
Interest @ 4½% on principal balance of $9,112.77 from 1/31/61 to 6/30/61 - 5 months	170	87		
	9,503	42		
Cr. Amount allowed above	7,383	51		
Balance subject to decree in personam	2,119	91		

17

with Wm. Holland Wilmer, II, and Charles T. Albert, Trustees Cr.

1961				
Mar.	17	Proceeds of Sale	8,000 00	
		Interest on deferred payment of $7,000.00 to 5/10/61	63 18	8,063 18
				8,063 18

LIBER 131 PAGE 393

ORDER NISI

Connecticut General Life Insurance Company

VERSUS

Roland Luke Garrison and Erminia T. Garrison, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,197 Equity.

FILED 1961 MAY 31 AM 9:40

ORDERED, This 31st 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 10th 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 10th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of July, 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 JUL 11 PM 4:24

O. Bowie Duckett

19

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 394

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed Order Nisi - Aud. Acct - Eq 14,197

Roland Luke Garrison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of July, 1961. The first insertion being made the 8th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,197 Equity
Connecticut General Life Insurance Company
versus
ROLAND LUKE GARRISON and ERMINIA T. GARRISON, his wife

Ordered, this 31st 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 10th 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 10th day of July next.

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

FILED
1961 JUN 28 PM 1:00

No. M.G. 21512

20.

LIBER 131 PAGE 395

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
VETO V. FERRARA AND SHIRLEY M. FERRARA, HIS WIFE	:	(In Equity)

Mr. Clerk:

No. 14260 Equity

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

1. Original Mortgage from Vito V. Ferrara and Shirley M. Ferrara, his wife to Baltimore Federal Savings and Loan Association, dated September 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336 folio 442.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 MAR -3 AM 11:44

452-4167

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1336 PAGE 442 LIBER 131 PAGE 396

MORTGAGE

No. 14,260 Equity

THIS MORTGAGE, Made this 30th day of September, A. D. 19 59, by and between VITO V. FERRARA AND SHIRLEY M. FERRARA, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of TEN THOUSAND NINE HUNDRED FIFTY AND 00/100ths Dollars ($10,950.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY AND 55/100ths Dollars ($ 60.55), commencing on the first day of November, 1959, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1989. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-1

BEING known and designated as Lot No. 24, Block M, as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1312 Meadowvale Road.

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

Built-in Range, Oven & Cabinet, Shutters, Screens, Alum. Comb. Storm Door, Lennox Air Conditioner

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

FILED

1959 MAR -3 AM 11:44

*Delete italicized words if Mortgagee is not a Building and Loan Association.

2

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Fifty ($150.00) Dollars, payable half-yearly on the 26th 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 at any other time.

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Walter S. Calwell , its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Seventy-Five and 00/100ths Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Witness:

Robert F. Nayden
ROBERT F. NAYDEN

Vito V. Ferrara [SEAL]
Vito V. Ferrara and

[SEAL]

Shirley M. Ferrara [SEAL]
Shirley M. Ferrara

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1336 PAGE 446

I HEREBY CERTIFY, That on this the 30th day of September , 1959 , before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Vito V. Ferrara and Shirley M. Ferrara, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert F. Nayden
ROBERT F. NAYDEN
Notary Public.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

My commission expires: 1/100

Application No. 52088
Written by dak
Approved by JBC Examiner
Ready for Record

Rec'd for record Oct. 2 1959 at 12:52 P.M.
Mailed to Mr. Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
VITO V. FERRARA AND
SHIRLEY M. FERRARA, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 14,260 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of February 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Vito V. Ferrara and Shirley M. Ferrara, 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 MAR -3 AM 11:44

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

Vito V. Ferrara and

Shirley M. Ferrara, his wife

IN THE

LIBER 131 PAGE 401

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,260 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Vito V. Ferrara and Shirley M. Ferrara, his wife

to Baltimore Federal Savings and Loan Association

dated the 30th day of September 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336 Folio 442 .

Amount of Mortgage	$10,950.00
Less - amount paid on principal	155.43
	10,794.57
Plus - interest to 3/29/61	328.91
	11,123.48
Less - balance in expense account	15.14
	11,108.34

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 27th 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.

Clara M. Link

Clara M. Link Notary Public

7

~~Mortgage and~~ Attorney's Bond. LIBER 10 PAGE 563 1-369

LIBER 131 PAGE 402

330899

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 14,260 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 ELEVEN THOUSAND, TWO HUNDRED AND 00/100 ($11,200.00) - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th - day of April - - - - - - - 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 Vito V. Ferrara and Shirley M. Ferrara his wife to the Baltimore Federal Savings & Loan Association, bearing date the 30th - - - day of September nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1336, Folio 442, and

#1312 Meadowdale Road - Anne Arundel Co Md.

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

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

~~xxxxxxx~~ As to Surety:

M. S. Kraus

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

1961 APR 12 AM 11:43

Bond approved this 12th day of April, 1961

George T. Cromwell, Clerk

8

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 Veto V. Ferrara and Shirley M. Ferrara, his wife, to Baltimore Federal Savings and Loan Association, dated September 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336 folio 442 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Acution on the premises on

THURSDAY,
APRIL 13th, 1961
at 3:30 P.M.

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

Being known and designated as Lot 24, Block M, as designated and shown on "Plat No. 1, Country Club Manor", dated May 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53; the improvements whereon are known as No. 1312 Meadowvale Road.

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 $150.00 and to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a brick veneer, 1 story, 1 family dwelling, containing 6 rooms, 1 bath, forced hot air gas fired heat.

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

Cost of all documentary stamps shall be borne by the purchaser.

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

A-6

No. 61

9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 403

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1961

We hereby certify, that the annexed

Attorney's Sale

Veto V. Ferrara

No. 14,260 Eq.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of April, 1961. The first insertion being made the 16th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
APR 13 PM 3:39

By W. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
VITO V. FERRARA AND SHIRLEY M. FERRARA, HIS WIFE	:	(In Equity) Equity No. 14,260

LIBER 131 PAGE 404

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **September 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336 folio 442** from said **Vito V. Ferrara and Shirley M. Ferrara, 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 **13th** day of **April, 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. 24, Block M, as shown on "Plat No. 1 Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are known as No. 1312 Meadowvale Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 APR 15 AM 9:44

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 Veto V. Ferrara and Shirley M. Ferrara, his wife, to Baltimore Federal Savings and Loan Association, dated September 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1336 folio 442 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Acution on the premises on

THURSDAY, APRIL 13th, 1961 at 3:30 P.M.

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

Being known and designated as Lot 24, Block M, as designated and shown on "Plat No. 1, Country Club Manor", dated May 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53; the improvements whereon are known as No. 1312 Meadowvale Road.

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 $150.00 and to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a brick veneer, 1 story, 1 family dwelling, containing 6 rooms, 1 bath, forced hot air gas fired heat.

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

Cost of all documentary stamps shall be borne by the purchaser.

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

A-6

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ten Thousand ($10,000.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of April, 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
Clara M. Link, Notary Public

ORDER NISI

LIBER 131 PAGE 406

Walter S. Calwell,

Attorney Named in Mortgage

versus

Vito V. Ferrara and

Shirley M. Ferrara, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,260 Equity

Ordered, this 15th day of April, 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 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.

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

George T. Cromwell Clerk.

True Copy,
FILED
1961 APR 15 AM 9:44

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,

Attorney Named in Mortgage

versus

Vito V. Ferrara and

Shirley M. Ferrara, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 23d day of May, 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.

Benjamin Michaelson
JUDGE.

FILED
1961 MAY 24 AM 11:15

12

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Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 407

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 11, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,260

Vito V. Ferrara

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 May, 1961. The first insertion being made the 27th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,260 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
VITO V. FERRARA and SHIRLEY M. FERRARA, His wife

Ordered, this 15th day of April, 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 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.

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

GOERGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-11

FILED

No. M. 6 24455

1961 MAY 17 AM 9:50

13

LIBER 131 PAGE 408

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Veto V. Ferrara
and
Shirley M. Ferrara, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,260 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

May 29, 1961

FILED

1961 JUN -1 AM 10: 30

14

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Veto V. Ferrara and Shirley M. Ferrara, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	332	05	407	05
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	66	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	44	80		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Clara M. Link - notary fees	1	25	181	07
To Attorney for Taxes, viz:				
1961 State and County taxes ($188.18)- 3 months 13 days	53	08	53	08
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($75.00) due 6/26/61 - 3 months 18 days	45	06	45	06
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,326	07	9,326	07
			10,068	33
Amount of mortgage claim filed	11,108	34		
Interest @ 5½% on principal balance of $10,794.57 from 3/29/61 to 6/30/61 - 3 months 1 day	143	25		
	11,251	59		
Cr. Amount allowed above	9,326	07		
Balance subject to decree in personam	1,925	52		

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

1961							
Apr.	13	Proceeds of Sale		10,000	00		
		Interest on deferred payment to 5/24/61		68	33	10,068	33
						10,068	33

ORDER NISI LIBER 131 PAGE 411

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Veto V. Ferrara
and
Shirley M. Ferrara, his wife

No. 14,260 Equity.

1961 JUN -1 AM 10:31 FILED

ORDERED, This 1st day of June, 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 10th 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 10 th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of July, 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 JUL 11 PM 4:24

O. Bruce Dashiell

17

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 412

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,260 Equity
Walter S. Calwell, Attorney
Named in Mortgage
versus
VETO V. FERRARA
AND
SHIRLEY M. FERRARA, his wife

Ordered, this 1st day of June, 1961. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of 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 10th day of July next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed

Order Nisi-Anne Arundel County Equity 14,260

Veto V. Ferrara

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of July, 1961. The first insertion being made the 8th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND -
SITTING AS A COURT OF EQUITY

LIBER 131 PAGE 413

SAMUEL SCRIVENER, Jr., and
ELIZABETH BALTZ SCRIVENER

Washington, D.C.

Plaintiffs

vs.

No. 14,472

E. A. THOMAS, Treasurer
Perpetual Building Association
500 11th Street, N.W.,
Washington 4, D.C.

Defendant

BILL OF COMPLAINT TO APPOINT SUBSTITUTE TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. Complainants are adult citizens of the United States of America, residents of the District of Columbia.

2. Defendant is Treasurer of Perpetual Building Association, a voluntary, unincorporated association doing the business of a building and loan association under the laws of the District of Columbia, qualified to do business in the State of Maryland, and is sued as the holder of a promissory note secured by a Deed of Trust hereinafter referred to.

3. Complainants are the owners of the following described property in Anne Arundel County, in the State of Maryland:

Beginning for the same at an iron pipe heretofore set at the end of the South 52½° W 37 3/8 perches line of the whole tract hereinafter mentioned, the said iron pipe and place of beginning is near the east side of a 12 ft. private right of way leading through the said mentioned whole tract, the said iron pipe and place of beginning is also one of the southerly outlines of the 125.0 acre tract of land now owned by P.Y.K. Howat and is at the entrance to the said last mentioned property; thence running from the beginning point so fixed and with part of the said southerly outline of the said mentioned 125.0 acre tract, with the bearings corrected for variation, N 66° W 10.19 ft to the center of the said mentioned right of way, thence leaving the said 125.0 acre tract and running with the center of the above mentioned 12 ft. private right of way, S 51° 28' W 776.0 feet, S 51° 38' W 537.7 feet, N 80° 45' W 353.4 feet, N 43° 52' W 135.8 feet, N 80° 40' W 56.0 ft. S 74° 03' W 169.6 feet, and N 78° 24' W 19.0 feet to intersect the south 24½° W 112 perches line of the above mentioned whole tract, thence leaving the said mentioned right of way and running with part of the said last mentioned line corrected for variation as aforesaid, S 27° 03' W 12.0 feet to a concrete monument heretofore set at the end of the said line, thence with part of the outlines, corrected for variation, as aforesaid, S 80° 12' E 1831.5 ft, S 27° 42' E 709.5 ft. thence N 70° 33' E 231.0 feet to a post set near the southeast corner of the garden fence adjoining the dwelling house of the late John Purdy, thence running along the east

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side of the said fence, to include the same, the courses still corrected for variation, N 20° 12' W 264.0 feet to a post near the said fence, thence leaving the same and running N 68° 48' E 379.5 ft, thence N 10° 57' W 1579.9 ft, thence S 54° 48' W 616.68 feet to the place of beginning. Containing 38.0 acres of land, more or less.

Being the same property which was conveyed unto Samuel Scrivener, Jr. and Elizabeth Baltz Scrivener, his wife, by the Howat Concrete Co., Inc., a body corporate, by deed recorded among the Land Records of Anne Arundel County prior hereto.

4. That on or about the 3rd day of July, 1943, Samuel Scrivener, Jr. and Elizabeth Baltz Scrivener, made, executed and delivered a certain deed of trust conveying the said property to W. G. SCHAFHIRT and JOHN C. SCOFIELD, as trustees, in trust, to secure the repayment of a debt of said parties in the sum of $1800.00 represented by a certain promissory note of the same date, payable to the order of the Treasurer of Perpetual Building Association, Washington, D. C. with interest, until paid, which deed of trust was duly recorded on the 26th day of August, 1943, in Liber J.H.H. 289, folio 237, one of the land records of Anne Arundel County, Maryland.

5. Complainants further aver that the said note in the amount of $1800.00 above described, together with all interest due and accrued, is being paid in full, and they, therefore, desire to have said deed of trust released of record as a lien against their property.

6. That they are unable to obtain such deed of release because both W. G. SCHAFHIRT and JOHN C. SCOFIELD, the trustees named in the deed of trust, are now deceased.

7. Complainants therefore request the Court to appoint a substitute trustee for said W. G. SCHAFHIRT and JOHN C. SCOFIELD and recommend that Junior F. Crowell, 800 Quaint Acres Drive, Silver Spring, Maryland, be so appointed.

WHEREFORE, the premises considered, complaints pray:

1. That Junior F. Crowell be appointed a substitute trustee in place of W. G. SCHAFHIRT and JOHN C. S COFIELD under the said deed of trust.

2. For such other and further relief as the nature of the case may require.

Samuel Scrivener, Jr.
SAMUEL SCRIVENER, Jr.

Elizabeth Baltz Scrivener
ELIZABETH BALTZ SCRIVENER

DISTRICT OF COLUMBIA: SS

LIBER 131 PAGE 415

Samuel Scrivener, Jr., and Elizabeth Baltz Scrivener, after first being duly sworn, depose and say that they have read the foregoing Complaint by them subscribed; that the matters and things stated of their own knowledge are true and those stated upon information and beliefs they believe to be true.

Samuel Scrivener, Jr.
SAMUEL SCRIVENER, JR.

Elizabeth Baltz Scrivener
ELIZABETH BALTZ SCRIVENER

Subscribed and sworn to before me this 5th day of July, 1961.

Notary Public

John H. O. Clarke
John H. O. Clarke
Attorney for Plaintiff
1518 K Street, N.W.
Washington 5, D.C.

no stamps required
[illegible]

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[illegible] as

shareholders of the PERPETUAL BUILDING ASSOCIATION of the District of Columbia, have received from the Treasurer thereof advances of $1800.00 applied to the purchase price of the hereinafter described real estate ~~and may receive further~~ advances, all as and to be shown by the books, papers and accounts of, from, or belonging to said Association, and the intent of this deed is to assure full repayment of all said advances and charges thereon.

Therefore Samuel Scrivener, Jr. and his wife Elizabeth Baltz Scrivener

do grant unto [illegible] and John C. Scofield,

as Trustees of said Association, the land and premises in the State of Maryland ~~[illegible]~~

Ann Arundel County described as follows: [illegible] for the same at an iron pipe heretofore set at the end of the south 52¼° W 37 [illegible] perches line of the whole tract hereinafter mentioned, the said iron pipe and [illegible] beginning is near the east side of [illegible] ft. private right of way [illegible] through the said mentioned whole tract, the said iron pipe [illegible] beginning is also one of the southerly outlines of the [illegible] acre tract of land now owned by [illegible] Howat and is at the entrance [illegible] said [illegible] mentioned property; thence running from the beginning [illegible] with part of the said southerly outline of the said mentioned [illegible] tract, with the bearings corrected for variation, N 66° [illegible] ft to the center of the said mentioned right of way, thence leaving the said [illegible] acre tract and running with the center of the above mentioned 12 ft. private right of way, S 51° 28' W 77[illegible] feet, S 52° 38' W 537.7 feet, N 80° 45' W 353.4 feet, N 48° 52' W [illegible] feet, N 80° 40' W 56.0 ft, S 74° 03' W 169.6 feet, and N 78° 24' W 19.0 feet to intersect the south 24½° W 112 perches line of the above mentioned whole tract, thence leaving the said mentioned right of way and running with part of the said last mentioned line corrected for variation as aforesaid, S [illegible] W 12.0 feet to a concrete monument heretofore set at the end of the said line, thence with part of the outlines, corrected for variation, as aforesaid, S 80° 12' E 1[illegible]1.5 ft, S 27° 42' E 709.5 ft, thence N 70° 33' E 231.0 feet to a post set near the southeast corner of the garden fence adjoining the dwelling house of the late John Purdy, thence running along the east side of the said fence, to include the same, the courses still corrected for variation, N 20° 1[illegible]' W [illegible]64.0 feet to a post near the said fence, thence leaving the same and running N 68° 48' E 379.[illegible] ft, thence N 10° 57' W 1579.9 ft, thence S 54° [illegible] W 516.63 feet to the place of beginning. Containing [illegible].0 acres of land, more or less.

Being the same property which was conveyed unto Samuel Scrivener, Jr. and Elizabeth Baltz Scrivener, his wife, by the Howat Concrete Co., Inc., a body corporate, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

In Trust to permit the said grantors to occupy and enjoy said realty till default be made in any of the covenants hereof, and upon such default, and by request of the Board of Directors of said Association, to sell said realty, or any part thereof, at public auction, in such manner, at such time and place, upon such terms and conditions, and upon such public notice as the said Trustees or survivors or survivor may deem best for the interests of all concerned and upon full compliance with the terms of sale, to convey to the purchaser or purchasers in fee simple and without liability of any purchaser to see to the application of purchase money, and from the proceeds of sale to pay the expenses thereof, including an auctioneer's allowance and a commission of five per centum to the Trustees; the expense, if any, of correcting any irregularity which may appear in the title; then the whole amount due to the Treasurer aforesaid, and any net surplus to the said grantors or their heirs or assigns.

It Is Hereby Covenanted that the aforesaid advances shall be repaid and interest dues thereon duly paid, all as at any time required by or under the Constitution of said Association, and the aforesaid realty kept clear of taxes and in tenantable condition and conformable to municipal rules and requirements, and the improvements insured to the satisfaction of the Treasurer aforesaid, who shall have the right to name the Company issuing the Policy of Insurance, and the title and record thereof kept free of litigation or infirmity, and in case of foreclosure sale under this deed, possession of the land and premises sold shall be surrendered to the Trustees at the end of five days' notice to the person in possession; also that, upon default in the performance of any of the foregoing covenants, the Treasurer of said Association for the time being may do any act and make any disbursement necessary or proper to the due execution thereof, and all such expenditures shall be deemed advances secured by this deed.

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And it is hereby expressly and specifically agreed that in the event of the non-payment of any tax or assessment, general or special, now or hereafter assessed against said land and premises or of any insurance premium on the buildings on said land, as the same may become due, the same may be paid by the party secured hereby, and all sums advanced in so doing, with interest thereon shall forthwith attach as a lien hereunder and be demandable at any time, and in the event of sale hereunder, any refund or credit for taxes or insurance so paid, may be applied when collected to the satisfaction of the indebtedness secured hereby and the expenses of such sale.

Witness their hands and seals this 3rd day of July 1943

Samuel Scrivener Jr. [SEAL]
Samuel Scrivener, Jr.

Elizabeth Baltz Scrivener [SEAL]

In presence of

Mary M. Hoff
Mary M. Hoff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I, Mary M. Hoff, a notary public in and for the State and County aforesaid, do hereby certify that on this 3rd day of July 1943: Samuel Scrivener, Jr. and Elizabeth Baltz Scrivener who are personally well known to me as parties to and who executed the annexed deed of trust bearing date the 3rd day of July A. D. 1943, personally appeared before me in the said State and County and acknowledged the same to be their act and deed.

Witness my hand and official seal this 3rd day of July A. D. 1943

Mary M. Hoff
Mary M. Hoff Notary Public.

LIBER 131 PAGE 417

DEED OF TRUST

SAMUEL SCRIVENER, JR., et ux
ELIZABETH BALTZ SCRIVENER, (T. E.)

TO THE
TRUSTEES OF THE

Perpetual Building Association

Received for record on the 26 day of August A. D. 1943 at 9 o'clock A. M., and recorded in Liber No. 289 at folios 237 et seq., of the Land Record of ~~the District of Columbia, and examined by~~ Anne Arundel Co., Md.

J. Smith Hopkins 3rd
Clerk ~~Recorder.~~

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Series No. (First Election District) LIBER 131 PAGE 418 18 Shares

SHAREHOLDER'S NOTE FOR REPAYMENT OF ADVANCES

Secured by Deed of Trust on Lot Square
38 acres, more or less in Anne Arundel County, Md
$ 1800.00 Washington, D. C.,

For value received, we promise to pay to the order of the Treasurer of the **PERPETUAL BUILDING ASSOCIATION** of the District of Columbia, at the office of said Association, the sum of

----------EIGHTEEN HUNDRED----------00/100 DOLLARS

with interest dues and other lawful charges thercon, in monthly payments, and in all respects as provided by or under the Constitution of said Association.

Samuel Scrivener Jr.
Elizabeth Scott Scrivener

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LIBER 131 PAGE 419

DISTRICT OF COLUMBIA HEALTH DEPARTMENT
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH

514283

1. PLACE OF DEATH: a. DIST. OF COL. b. CITY OR TOWN Washington c. NAME OF HOSPITAL OR INSTITUTION Garfield Hospital d. STREET ADDRESS 1815 Eye St N.W. e. LENGTH OF STAY IN HOSPITAL 2 days.

2. USUAL RESIDENCE: a. STATE D.C. b. COUNTY c. CITY OR TOWN Washington d. STREET ADDRESS 2325 Porter St. N.W.

3. a. NAME OF DECEASED (Type or Print): William Dunlop Schaffner b. (First) c. (Middle) d. (Last)

4. DATE OF DEATH (Month) (Day) (Year): 3 5 52

5. SEX: M. 6. COLOR OR RACE: W. 7. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Married 8. DATE OF BIRTH: 11-29-65 9. AGE: Years 86 Months 3 Days 24 If Under 1 Day: Hours Min.

10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Dentist 10b. KIND OF BUSINESS OR INDUSTRY: Business. 11a. BIRTHPLACE (State or foreign country): Washington

11b. CITIZEN OF WHAT COUNTRY: U.S.A. 12. NAME OF SURVIVING SPOUSE: Mary L. Schaffner.

13. FATHER'S NAME: Ernest Friedrich. 14. MOTHER'S MAIDEN NAME: Pauline K. Bunyan

15. WAS DECEASED EVER IN U. S. ARMED FORCES? (Yes, no, or unknown) (If yes, give war or dates of service): No 16. SOCIAL SECURITY No. 17a. INFORMANT: Wife. 17b. RELATED TO DECEDENT AS

18. MEDICAL CERTIFICATION

PART I. DISEASE OR CONDITION LEADING TO DEATH (Enter only one cause per line for (a), (b), and (c).) (a) Pneumonia, right lobar — Interval between onset and death: 2 days

DUE TO (b)

DUE TO (c)

PART II. OTHER SIGNIFICANT CONDITIONS (Conditions contributing to the death but not related to the disease or condition causing death. Include report of pregnancy within 3 months of death.): Bronchiectasis, chronic — about 15 years.

19a. DATE OF OPERATION: — 19b. MAJOR FINDINGS OF OPERATION: — 20a. AUTOPSY? YES ☒ NO ☐ 20b. AUTOPSY FINDINGS

21a. ACCIDENT, SUICIDE, HOMICIDE (specify) 21b. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.) 21c. (CITY, TOWN, OR TOWNSHIP) (County) (State)

22a. TIME OF INJURY (Month) (Day) (Year) (Hour) 22b. INJURY OCCURRED WHILE AT: Work ☐ Not while at work ☐ 22c. HOW DID INJURY OCCUR?

23. I hereby certify that I attended the deceased from 2 March, 1952 to 5 March, 1952, and last saw h— alive on 5 March, 1952, and that death occurred at 9:30 p.m., from the causes and on the date stated above.

24a. SIGNATURE: Herbert Mattingly Jr. M.D. 24b. ADDRESS 1732 Mass. Ave. N.W. 24c. DATE SIGNED 5 March 52

25a. BURIAL ☒ CREMATION ☐ REMOVAL ☐ 25b. DATE 3/8/52 26a. NAME OF CEMETERY OR CREMATORY: Glenwood Cemetery 26b. LOCATION (City, town, or county) (State): Washington, D.C.

27a. Undertaker's Registration Number 154 27b. UNDERTAKER: J.H. Hines Co. 27c. ADDRESS: 2901 14th St. N.W.

This is to certify that the above is a true and correct reproduction of the original on file in the Vital Statistics Section of the District of Columbia Department of Public Health.

Chief, Vital Statistics Section

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CERTIFICATE OF DEATH

(CLASS) 2 (REGISTRAR'S) (CENSUS TRACT NO.) (NO. OF RECORD)

DISTRICT OF COLUMBIA HEALTH DEPARTMENT, BUREAU OF VITAL STATISTICS

1. PLACE OF DEATH: (a) Street address 1736 Columbia Road (b) Name of hospital or institution Gar. Hosp. (c) Length of stay In hospital or institution ..... (d) In District of Columbia 60yr.

2. USUAL RESIDENCE OF DECEASED: (a) State ..... (b) County ..... (c) City or town Washington, D.C. (If outside city or town limits, write RURAL) (d) Street address 1736 Columbia Rd. (If rural give location) (e) If foreign born, how long in U. S. A.? ..... years

3. (a) FULL NAME (Print) JOHN C. SCOFIELD

3 (b) SOCIAL SECURITY NO. .....

3 (c) IF VETERAN, NAME WAR No

4. SEX: Male 5. COLOR OR RACE: White 6. (If Married, Widowed, Divorced) Widowed

6 (a) NAME OF HUSBAND OR WIFE Florence Clark

7. BIRTH DATE OF DECEASED: Dec. 27, 1860 (Month) (Day) (Year)

8. AGE: Years 83 Months - Days 25 If LESS than one day: hr. min.

9. (a) BIRTHPLACE (City, town or county) Pittsford, Vermont (State or foreign country)

10. USUAL OCCUPATION Chief Clerk, War Dept.

11. INDUSTRY OR BUSINESS U.S. Government

Father: 12. NAME (Print) Selark A. Scofield 13. BIRTHPLACE Vermont (City, town, or country) (State or foreign country)

Mother: 14. MAIDEN NAME (Print) Celestia Buffum 15. BIRTHPLACE New Hampshire (City, town, or country) (State or foreign country)

16. (a) INFORMANT Mrs. Wm. M. Glass (b) ADDRESS 1736 Columbia Road (c) RELATION OF INFORMANT TO DECEDENT Daughter

17. (a) PLACE OF BURIAL Arlington National Cemetery (b) DATE January 24, 1944 (Month) (Day) (Year)

18. (a) Harry L. Glyer (Signature of funeral director) (b) ADDRESS 1009 H Street, N.W.

MEDICAL CERTIFICATION

20. DATE OF DEATH (Month) January 21 (Day) 1944 at 4:30 a.m. (State exact time of death)

21. I HEREBY CERTIFY that I attended the deceased from Jan. 21, 1944 to Jan. 21, 1944 at 4:30 a.m. That I last saw h— alive on Jan. 21, 1944 and that death occurred on the date and hour stated above.

	DURATION
Immediate cause of death: Acute congestive heart failure	2 hrs.
Due to: Pulmonary edema	
Due to:	
Due to:	
Other conditions:	

(Include report of pregnancy within 3 months of death)

OPERATION. Name ..... Date ..... Major findings ..... Autopsy findings .....

PHYSICIAN: Underline the cause to which death should be charged statistically.

22. If death was due to external causes, fill in the following: (a) Accident, suicide, or homicide (specify) ..... (b) Date of occurrence ..... (c) Where did injury occur? (City or town) (County) (State) (d) Did injury occur in or about home, in industrial place, in public place? (Specify type of place) (e) Means of injury

23. SIGNATURE Franklin B. Diedrich M.D. Address 1736 Columbia Rd Date signed Jan 21, 44.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
MARYLAND
SITTING AS A COURT OF EQUITY

LIBER 131 PAGE 420

SAMUEL SCRIVENER, JR., and
ELIZABETH BALTZ SCRIVENER

Washington, D.C.,

Plaintiffs

vs.

EQUITY NO. 14,472

E. A. THOMAS, Treasurer
Perpetual Building Association
500 11th Street, N.W.
Washington 4, D.C.,

Defendant

ANSWER TO COMPLAINT TO APPOINT
SUBSTITUTE TRUSTEE

I, E. A. Thomas, Treasurer of Perpetual Building Association, being the defendant in the above-entitled cause, have read the Complaint for the Appointment of Substitute Trustee to act in the place and stead of W. G. Schafhirt and John C. Scofield, trustees, under the deed of trust dated the 3rd day of July, 1943 and recorded in Liber J.H.H. 289, folio 237, one of the land records of Anne Arundel County, Maryland, and I do hereby consent to the relief demanded and request the Court to decree accordingly.

E. A. Thomas

E. A. THOMAS, Treasurer
Perpetual Building Association
500 11th Street, N.W.
Washington 4, D.C.

Service Accepted

John H. O. Clarke
Attorney for Plaintiff

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
MARYLAND
SITTING AS A COURT OF EQUITY

LIBER 131 PAGE 421

SAMUEL SCRIVENER, Jr., and
ELIZABETH BALTZ SCRIVENER

Washington, D. C.

Plaintiffs

vs.

E. A. THOMAS, Treasurer
Perpetual Building Association
500 11th Street, N.W.
Washington 4, D.C.

Defendant

EQUITY NO. 14472

DECREE APPOINTING SUBSTITUTE TRUSTEE

Upon consideration of the Complaint filed herein, the Answer of the Treasurer of Perpetual Building Association, Washington, District of Columbia, and it appearing to the Court that W. G. SCHAFHIRT and JOHN C. SCOFIELD, the trustees named in the Deed of Trust described therein, are now deceased, it is by the Court this 7th day of July, 1961:

ORDERED, ADJUDGED AND DECREED that Junior F. Corwell be and he is hereby appointed substitute trustee in place of W. G. SCHAFHIRT and JOHN C. SCOFIELD, trustees, under the deed of trust dated 3rd day of July, 1943 and recorded the 26th day of August, 1943 in Liber J.H.H. 289 at folio 237 of the land records of Anne Arundel County, Maryland, as set forth in the Complaint, and the said Junior F. Crowell is hereby vested with all the powers and estate as was granted to the original trustees by said Deed of Trust, without costs to either party.

Judge

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LIBER 131 PAGE 422

In the Matter of the	:	No. 14287 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Davey L. George and	:	for
Margaret E. George, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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BOOK 1307 PAGE 305 LIBER 131 PAGE 423

No. 14,287

First purchase money

This Mortgage, made this 25th day of June in the year one thousand nine hundred and fifty-nine, between DAVEY L. GEORGE and MARGARET E. GEORGE, his wife, of Anne Arundel County in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

NINE THOUSAND 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 SIXTY FIVE DOLLARS ----------($65.00) 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 First Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 84 as shown on a plat of Steuart Level recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

BEING the same property conveyed to the within-named Mortgagors by Zang & Sons Builders, Inc., a body corporate, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Alice Gary
ALICE GARY

Davey L George (SEAL)
Davey L. George

Margaret E George (SEAL)
Margaret E. George

..... (SEAL)

4

5

BOOK 1307 PAGE 308 LIBER 131 PAGE 426

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 25th day of June, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Davey L. George and Margaret E. George, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Alice Gary 1100

ALICE GARY
NOTARY PUBLIC

My Commission expires 5/1/61

Rec'd for record June 26, 1959, at 12:01 P.M.
Mailed to Wm. W. Townshend, Jr.

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

First purchase money
MORTGAGE
FROM
Davey L. George and
Margaret E. George, his wife
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... Rec. one of
No. ..... folio ..... and examined per
the Land Records of Anne Arundel County
..... Clerk.
Cost of Record $ ..... 1100 B

REC'D FOR RECORD IN
AND RECORDS OF
ANNE ARUNDEL COUNTY
1959 JUN 26 PM 12:01
RECORDED IN LIBER GTC
NO. 1307 FOLIO 305
GEO. T. CROMWELL, CLERK

LIBER 131 PAGE 427

In the matter of the Mortgaged	No. 14287	Equity
Real Estate of Davey L. George	In the	
and Margaret E. George, his	Circuit Court	
wife	for	
	Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Davey L. George and Margaret E. George, his wife, dated June 25, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1307, Folio 305.		$9,000.00
Less amount paid on account of principal. .	$247.54	
Less Credit Expense Account	15.59	
		263.13
		$8,736.87
Interest to April 11, 1961		278.62
Interest to May 16, 1961		51.10
Plus late charges		16.20
Amount of Mortgage Indebtedness Due		$9,082.79

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th 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 he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1961 MAR 20 AM 11:07

6

Under C/S

Loan No. .....

Type of Loan conventional

Date April 21, 1959

APPLICATION FOR MORTGAGE LOAN

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION
OF GLEN BURNIE
GLEN BURNIE, MD.

$4.50 PP
750.
1.95
9000. See Comm Report

LIBER 131 PAGE 428

20 yrs

Application is hereby made by the undersigned for membership in the Association, and for a first mortgage loan of $ 10,000.00 on the property described below. Repayment is to be made in installments of $ 72 int eff 65.00 per month, and is to be applied to interest at the rate of 6 % per annum, to the principal, to the payment of all taxes, water rent, public charges, ground rent, insurance, etc.

The following described property is offered as security:

Name of Present Owner Zang & Son's Builders Inc

Address of Present Owner ..... Phone .....

Location of Property (or Lots No.) Lot # 84 (contained in L 2873)

WELL No Basement

Ground Rent $ ..... Assessed Value $ ..... MC 1965 - 499 Taxes $ .....

Brick ☐ Frame ☑ Stucco ☐ Stories 1½ Rooms 5 Baths 1

Heat Oil - Hot Water Roof Asphalt Shingle Families 1

Size of Lot 100 x 155 (or Acreage) ½ Garage no Street Paved Yes

Date Built ..... Date Purchased ..... Purchase Price $ 17,500.00

Cost of any Improvements made since purchasing $ ..... Type of Improvement .....

Finished Room in Attic

Cash being invested by the purchaser $ 7500.00 Hypothecation $ ..... Second Mortgage $ .....

Will (Does) Applicant occupy the house? Yes If Not, Monthly Rental? .....

First Mortgage held by U.F.S.& L. Assn. Present Amount $ 15,478 Original Amount $ 25,500.

Second Mortgage held by NONE Present Amount $ ..... Original Amount $ .....

Title reference (if available) Liber GTC No. 1005 Folio 499 Deed Submitted Yes ☐ No. ☐

Has property ever been mortgaged? ..... If Yes, by whom? .....

Amount of Mortgage $ ..... Date of Mortgage ..... Amount of Appraisal $ .....

If this is to be a Construction Loan, has any work been done? [redacted] If Yes, explain .....

How are Construction Loan Advances to be made? 1 ..... 2 ..... 3 ..... 4 .....

Name of Applicant Davey L. George Age 28

Name of Applicant Margaret E. George Age 29

Address of Applicant(s) Stewart Level, Edgewater, Md. Phone .....

Dependents 2

Employed by USN Since 1957

Address USNAD, Annap, Md. Salary $ 380.00 Position Hm 1

Employed by Home Wife Since 1950

Address ..... Salary $ ..... Position .....

Life Insurance Carried $ 10,000.00 Company Penn Mutual

Life Insurance Carried $ ..... Company .....

Other Real Estate $ ..... Prior Liens $ .....

Cash $ ..... Marketable Securities $ ..... Other Income .....

Reference—Name ..... Address .....

Reference—Name ..... Address .....

Applicant agrees to pay a service charge, if any, of $ 15 Collect appraisal settlement

The applicant agrees to pay all appraisal fees, attorney's fees, service charge (if any), search and other fees and disbursements including recording fees connected with the examination of the property and the making of a loan. It is agreed that this Association may reject or revoke any loan granted at any time prior to the actual payment of the principal if the examination reveals an unmarketable or defective title or should develop facts materially different from those stated in this application, or any other fact imperiling the security offered.

If two people sign, state relationship to each other: Husband & Wife

Applicant's Signature Davey L George

Applicant's Signature .....

APPRAISERS' REPORT

We, the undersigned appraisers, report that we have visited the aforesaid premises, and personally made a careful and thorough examination of the same, and value the property as follows:

Winterized - Yes (X) No ( ) $ 12,000 In Fee Simple

Less $ — Ground Rent capitalized at 6%

TOTAL $ 12,000 Value subject to a $ ..... Ground Rent

In our opinion a loan of $ 9000 can safely be made.

REMARKS ..... Dated 4/30/59

Appraisers:

L.J. DeAlba
CHECK FARMER ESSEX

Charles Maddox

FILED
1961 MAR 20 AM 11:07

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 131 PAGE 429 No. 14,287 Equity

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

I hereby certify that, on this 16th day of March ,

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 Davey L. George and Margaret E. George, his wife, 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.)

Davey L. George, was at the time he executed the mortgage filed herein in the military service as is evidenced by a copy of the application for mortgage loan with United Federal Savings and Loan Association of Glen Burnie dated April 21st, 1959, attached hereto; that the commencement of the period of military service of the said Davey L. George began in 1947 and that his obligation with the United Federal Savings and Loan Association of Glen Burnie occurred on June 25, 1959.

William W. Townshend, Jr.

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 16th day of March , 19 61 .

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew, Notary Public

My Commission will expire on:

Filed,

FILED
1961 MAR 20 AM 11:07

8

LIBER 131 PAGE 430

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South St.

Annapolis, Maryland

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 Davey L. George and Margaret E. George, his wife, dated June 25, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1307, Folio 305, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 11, 1961

at 11:00 o'clock A. M.

ALL that lot of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 84 as shown on a plat of Steuart Level recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

BEING the same property conveyed to Davey L. George and Margaret E. George, his wife, by Zang & Sons Builders, Inc., a body corporate, by deed dated June 25, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1307, Folio 303.

The above property is improved by a one and one-half story frame dwelling with modern conveniences. Located at intersection of Route 2 and Route 214.

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

FILED

1961 MAR 20 AM 11:07

9

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: March 16th, 23rd, 30th and April 6th, 1961

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

LIBER 10 PAGE 542

No. 14,287 Equity

LIBER 131 PAGE 432

BOND NO. 330786

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND, FIVE HUNDRED AND 00/100 ($10,500.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 24th day of March, 1961.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Davey L. George and Margaret E. George, his wife to the United Federal Savings and Loan Association, bearing date on or about June 25th-1959, the said William W. Townshend Jr. as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part; and

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

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

Witness as to Principal:
Dorothy P. McNew

William W. Townshend Jr. (SEAL)

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

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

Bond approved this 29th day of March, 1961
George T. Cromwell, Clerk

FILED
1961 MAR 29 AM 9:31

11

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Davey L. George and Margaret E. George, his wife, dated June 25, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1307, Folio 305, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 11, 1961 at 11:00 o'clock A.M.

ALL that lot of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 84 as shown on a plat of Steuart Level, recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

BEING the same property conveyed to Davey L. George and Margaret E. George, his wife, by Zang & Sons Builders, Inc., a body corporate, by deed dated June 25, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1307, Folio 303.

The above property is improved by a one and one-half story frame dwelling with modern conveniences. Located at intersection of Route 2 and Route 214.

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

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

A-6

No. M. 12

FILED
1961 Papers
13 PM 3:39

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 433

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1961

We hereby certify, that the annexed

Attorney's Sale

Davey L. George
14,287

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 April, 1961. The first insertion being made the 16th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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

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

LIBER 131 PAGE 434

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Davey L. George and Margaret E. George, his wife, dated June 25, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1307, Folio 305, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 11, 1961

at 11:00 o'clock A. M.

ALL that lot of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland.

KNOWN AND DESIGNATED as Lot No. 84 as shown on a plat of Steuart Level recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

BEING the same property conveyed to Davey L. George and Margaret E. George, his wife, by Zang & Sons Builders, Inc., a body corporate, by deed dated June 25, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1307, Folio 303.

The above property is improved by a one and one-half story frame dwelling with modern conveniences. Located at intersection of Route 2 and Route 214.

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED

1961 APR 17 AM 11:14

13

LIBER 131 PAGE 435

Annapolis, Maryland
April 11, 1961

I hereby certify that I have this eleventh day of April, 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 TEN THOUSAND FOUR HUNDRED DOLLARS ($10,400.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this eleventh day of April 1961, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of TEN THOUSAND FOUR HUNDRED DOLLARS ($10,400.00) and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE:

By: Wilmer M. Johnson, President

FILED

1961 APR 17 AM 11:14

14

LIBER 131 PAGE 436

In the Matter of the Mortgaged	:	No. 14,287. Equity
Real Estate of Davey L. George	:	In the Circuit Court
and Margaret E. George, his wife	:	for
	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Davey L. George and Margaret E. George, his wife, dated June 25, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1307, Folio 305, 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, April 11, 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 TEN THOUSAND FOUR HUNDRED DOLLARS ($10,400.00), being at that figure the highest bidder therefor, said property described as follows:

All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 84 as shown on a plat of Steuart Level recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

FILED

1961 APR 17 AM 11:14

15

BEING the same property conveyed to Davey L. George and Margaret E. George, his wife, by Zang & Sons Builders, Inc., a body corporate, by deed dated June 25, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1307, Folio 303.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th 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.

Dorothy P. McNew, Notary Public

16

ORDER NISI

LIBER 131 PAGE 438

In the Matter of the Mortgaged
Real Estate of Davey L. George and
Margaret E. George, his wife
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,267 Equity

Ordered, this 17th day of April, 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 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.

The report states that the amount of sale was $ 10,400.00

George T. Cromwell Clerk.

True Copy,
Filed April 17,1961

TEST: George T. Cromwell Clerk.

(Final Order)

In the Matter of the Mortgaged
Real Estate of Davey L. George and
Margaret E. George, his wife
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of May, 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 MAY 23 PM 12:26

17.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 439

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 16, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,287

Davey L. George

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 May, 1961. The first insertion being made the 22nd day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman J

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,287 Equity

In the Matter of the Mortgaged Real Estate of
DAVEY L. GEORGE and MARGARET E. GEORGE, his wife

Ordered, this 17th day of April, 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 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.

The report states that the amount of sale was $10,400.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-11

FILED
1961 MAY 17 AM 9:58

No. M. G. 20456

18

LIBER 131 PAGE 440

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
Davey L. George
and
Margaret E. George, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,287 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

May 29, 1961

FILED
1961 MAY 29 AM 11:22

19

Dr. In the Matter of the Mortgaged Real Estate of Davey L. George and Margaret E. George, his wife — in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	342	00	442	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	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	74		
New Amsterdam Casualty Co. -bond premium	42	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	11	55		
Dorothy P. McNew - notary fees	1	50	210	57
To Attorney for Taxes, viz: 1961 State and County taxes ($155.47) - 3 months 11 days	43	16	43	16
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim, viz:				
Amount of Mortgage claim filed	9,082	79		
Interest on principal balance of $8,736.87 from 5/16/61 to 6/30/61 - 1 month 14 days	64	08	9,146	87
To United Federal Savings & Loan Ass'n of Glen Burnie - this balance on account claim in amount of $621.00 -amount paid to Marshall & Skubal, Inc. for replacements and repairs to plumbing and heating equipment damaged by freezing (Order 5/25/61)	505	90	505	90
			10,400	00

with

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

Cr.

1961				
Apr.	11	Proceeds of Sale	10,400 00	10,400 00
				10,400 00

LIBER 131 PAGE 443

FILED
1961 MAY 29 AM 11:22

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXX~~ Davey L. George and Margaret E. George, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,287 Equity.

ORDERED, This 29th 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 3rd day of ~~XXXX~~ 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 3rd day of ~~XXXX~~ July next.

George T. Bramble, Jr. Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of July, 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.

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1961 JUL -6 AM 9:58

O. Bowie Duckett

22

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 444

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,287 Equity

In the Matter of the Mortgaged Real Estate of
DAVEY L. GEORGE and
MARGARET E. GEORGE, his wife

Ordered, this 29th 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 3rd 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 3rd day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed

Order Nisi - Anne Arundel Co. Eq. 14,287

Davey L. George

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of July, 1961. The first insertion being made the 1st day of June, 1961

THE CAPITAL-GAZETTE PRESS, INC.

By Mabel Yates

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No. M. G. 21582 1961 JUN 28 PM 1:00

23.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 131 PAGE 445

LOUIS HYATT
180 Main Street
Annapolis, Maryland

Plaintiff

EQUITY NO. 4038

VS

JOHN HORTON
Patapsco Park
Brooklyn 25, 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 46, as shown on the Plat of
Gray's Park

Defendant

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That 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 Article 81 of the Annotated Code of Maryland.

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

Certificate No. 3730 - Lot 46 as shown on the Plat of Gray's Park, Fifth Election District.

3. That said Tax Sale Certificate as hereinabove set forth, to wit: Number 3730, dated October 14, 1958, is attached hereto and filed herewith as "Plaintiff's Exhibit Number 1", and is prayed to be read and considered a part hereof as fully as if incorporated herein.

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

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1960 OCT 13 PM 1:18

(1) That John Horton is the record owner of Lot 46 as shown on the Plat of Gray's Park, Fifth Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendant herein nor by anyone claiming through him, although more than one year and a day have elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1958, as required by statute in such cases made and 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 Plaintiff bid and paid for the aforesaid Tax Sale Certificate the following amount:

CERTIFICATE NO.	BID	PRICE PAID
3730	$50.00	$26.98

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is as follows:

CERTIFICATE NO.	AMOUNT DUE
3730	$26.98

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 a Writ of Subpoena be issued and served upon the Defendant herein commanding him to appear in this Court on some day certain to be named therein and make answer thereto.

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

3. That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to the Plaintiff a Deed to the property herein involved vesting in the 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.

4. And for such other and further relief

2

as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

Louis Hyatt

Eliot Siskind
Attorney for the Plaintiff
12 Crain Highway, N. W.
Glen Burnie, Maryland
Southfield 6-3750

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Louis Hyatt, being first duly sowrn and on oath deposes and says that he is the 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 the same to be true to the best of his knowledge and belief.

Louis Hyatt

SUBSCRIBED AND SWORN TO before me this 13th day of Oct, 1960.

Notary Public

LIBER 131 PAGE 447

A 3730 **CERTIFICATE OF TAX SALE** LIBER 131 PAGE 448

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer

County of Anne Arundel, hereby certify that on October 14th 1958, I sold to L. Hyatt at public auction for the sum of 50 00/xx Dollars and ____ Cents, of which 26.98/xx Dollars has been paid as a deposit on the property in Dist. 5 described as Lot 46 situated at Gray's Park.

and assessed to John Hartsock.

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

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

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lamb
Notary Public.

My Commission Expires May 4, 1959

4.

Eliot Siskind
12 Crain Highway, N. W.
Glen Burnie, Maryland

LIBER 131 PAGE 449

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LOUIS HYATT
180 Main Street
Annapolis, Maryland

VS

JOHN HORTON
Patapsco Park
Brooklyn 25, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in Anne Arundel County to wit:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
Fifth	Lot 46, as shown on the Plat of Gray's Park	3730

All as substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to LOUIS HYATT, Plaintiff, on October 14, 1958 for the amount in said Certificate herein 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, 1958, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Louis Hyatt, 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:

1) Certificate No. 3730-Lot 46 as shown on the Plat of Gray's Park, Fifth Election District and assessed to John Horton and sold to the Plaintiff for $50.00 of which $26.98 has been 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, 1958.

It is thereupon this 27th 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

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1960 OCT 27 AM 9:51

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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 5th day of January, 1961, next, warning the said John Horton 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 5th 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 property and vesting in the Plaintiff, LOUIS HYATT, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

6.

ELIOT SISKIND, Attorney
12 Crain Highway, N.W.
Glen, Burnie, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 14,038

LOUIS HYATT,
180 Main Street
Annapolis, Maryland
VS
JOHN HORTON
Patapsco Park
Brooklyn 25, Maryland

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

DISTRICT—Fifth
DESCRIPTION—Lot 46, as shown on the Plat of Gray's Park
CERTIFICATE NO.—3730

All as substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to LOUIS HYATT, Plaintiff, on October 14, 1958 for the amount in said Certificate herein 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, 1958, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Louis Hyatt, 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:

1.) CERTIFICATE NO. 3730—Lot 46 as shown on the Plat of Gray's Park, Fifth Election District and assessed to John Horton and sold to the Plaintiff for $50.00 of which $26.98 has been 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, 1958.

It is thereupon, this 27th 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 5th day of January, 1961, next, warning the said John Horton 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 5th 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 property and vesting in the Plaintiff, LOUIS HYATT, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

No

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 451

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1960

We hereby certify, that the annexed

Order of Publication

Eq. 14,038

Certificate No. 3730

Louis Hyatt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of January, 1961. The first insertion being made the 3rd day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV 28 AM 9:53

By H. Leighsman

Re: Lo[illegible] Hyatt
Vs: John Horton
Equity No. 14038

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 131 PAGE 452

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 10th day of February ,
19 61 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Louis Hyatt

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

~~and~~ 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 10th day of February , 19 61 .

Notarial Seal

Elsie Siskind
Notary Public

My Commission will expire on:

Filed,

FILED
1961 FEB 14 AM 10:25

8

LIBER 131 PAGE 453

LOUIS HYATT
180 Main Street
Annapolis, Maryland

Plaintiff

vs.

JOHN HORTON
Patapsco Park
Brooklyn 25, 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 46, as shown on the Plat of
Gray's Park

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14,038

* * * * * * *

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 the Defendant named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said Defendant and sold to the Plaintiff on the 14th day of October, 1958, for non payment of taxes due and in arrears.

And it further appearing that subpoenas issued out of this Court directed to the Defendant, John Horton, have been returned "Non Est" twice.

And it further appearing that the aforesaid Defendant, has failed to enter his appearance herein in person or by Solicitor, 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 14th day of February, 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 Defendant, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendant and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 14th day of October, 1958.

Matthew S. Evans
Judge

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1961 FEB 15 AM 9:47

LIBER 131 PAGE 454

LOUIS HYATT	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JOHN HORTON	*	EQUITY NO. 14,038
Defendant		

* * * * * * * *

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings of this cause having been read and considered and it appearing to this Court that subpoenas issued out of this Court directed to the Maryland Resident Defendant, John Horton, has been returned twice "Non-Est", as will more fully appear from the Sheriff's return filed herein

And it further appearing that a Decree Pro Confesso was entered herein against the Defendant mentioned, and that he did not enter his appearance herein or answer these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 14th day of July, 1961

Adjudged, Ordered and Decreed that all rights of redemption to the property mentioned herein of the Defendant, John Horton, and any and all persons having or claiming to have any right, title or interest 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 14th day of October, 1958 for non-payment of taxes:

(1) Certificate No. 3730 - Lot 46 as shown on the Plat of Gray's Park, Fifth Election District.

free and clear of all alienations and dissents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and proceeding is subject, and it is further;

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1961 JUL 17 PM 1:57

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ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, Louis Hyatt, in these proceedings, a Deed of Conveyance to the aforesaid lot of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any, and it is further;

ORDERED that the Plaintiff pay the costs of these proceedings.

D. Bruce Dunnett
Judge

FILED
1961 JUL 17 PM 4:27

11

LIBER 131 PAGE 456

Docket ..... Folio .....
Case No. 14,281 Equity
Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 20th day of November A.D. 1956 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in ANNE ARUNDEL County, therein described, to secure the payment of the mortgage debt of $10,190.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

THAT your petitioner files herewith an Affidavit made by DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this Petition.

THAT default has now occurred in the performance of the covenants of said Mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid Mortgage.

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

And as in duty, &c.

William F. Podlich

William F. Podlich

Attorney for Plaintiff

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1961 MAR 17 AM 10:09

PETITIONER'S EXHIBIT NO. 1

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1083 PAGE 104

This Mortgage,

made this 20th day of November No. 14,281 Equity

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

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife, of

Anne Arundel County, in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

LIBER 131 PAGE 457

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife,

the sum of Ten Thousand One Hundred Ninety and 00/100 ($10,190.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of Five & one-half (5½%) per cent per annum, in the manner following:

By the payment of Sixty-two and 60/100 ($62.60) dollars on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

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

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife,

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in The Third Election District of Anne Arundel County,

State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-eight (168), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as 1207 Crawford Drive.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from THE DIXIE CORPORATION unto the Mortgagors herein.

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1961 MAR 17 AM 10: 09

LIBER 131 PAGE 458

LIBER 1083 PAGE 105

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight ($108.00) Dollars, payable in even and equal half-yearly installments on the 17th days of April and October in each and every year.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

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

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

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

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

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

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

LIBER 131 PAGE 460

LIBER 1083 PAGE 107

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

Vernon C. Leydecker (SEAL)
(Vernon C. Leydecker)

Elsie Curtis

Mildred M. Leydecker (SEAL)
(Mildred M. Leydecker)

ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of November in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife, the mortgagor(s), named in the aforegoing mortgage and ~~he/she/they~~ they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, JOHN L. FISHER, President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

ELSIE CURTIS ... NOTARY PUBLIC ... BALTIMORE, MD.

Elsie Curtis
ELSIE CURTIS Notary Public.

My commission expires on May 6, 1957

Rec'd for record Nov. 30 1956 at 11:48 A.M.
Mailed to Podlich & Podlich

(3) H

MORTGAGE

FROM
VERNON C. LEYDECKER and
MILDRED M. LEYDECKER, his wife

TO
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record NOV 30 1956 at 11:48 AM
Same day recorded in Liber 1083 folio 107 of the Land Records of ANNE ARUNDEL COUNTY and examined per
GEO. T. CROMWELL, CLERK
Clerk.

Cost of Record $ 5.50

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot 168, Section 5 of LEHIGH
1207 Crawford Drive

Description approved a/c

Execution approved RMC

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

PETITIONER'S EXHIBIT NO. 2

LIBER 131 PAGE 461

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 14,281 Equity

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he ~~(she)~~ knows the defendants herein, and that to the best of his ~~(her)~~ 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 a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Dwight F. Brunk

Affiant.

Subscribed and sworn to before me this 15th day of March 19 61,

Elsie Curtis

Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 MAR 17 AM 10: 09

6

STATEMENT OF MORTGAGE CLAIM

LIBER 131 PAGE 462

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife

DOCKET ..... FOLIO .....
CASE NO. 14281 Equity
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 20th day of November, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, Folio 104, secured by the leasehold premises known as 1207 Crawford Drive, (Lot No. 168, Section 5, LEHIGH).

Original Loan	$10,190.00
Amount repaid	827.38
Loan Balance	$ 9,362.62
Interest due to 4-14-61	176.48
	$ 9,539.10
Credit Expense Account	102.25
	$9,436.85

Aurora Federal Savings and Loan Association INCORPORATED 1893

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk

Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of March in the year nineteen hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK,

Vice-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Elsie Curtis

Notary Public.

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1961 MAR 17 AM 10: 09

7

LIBER 131 PAGE 463

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

CASE No. 14,281 Equity

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

VERNON C. LEYDECKER and

MILDRED M. LEYDECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 17th day of March in the year nineteen hundred and sixty-one by the Circuit Court for ANNE ARUNDEL County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand ($10,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ANNE ARUNDEL County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Approximate Value of Property $10,000.00

FILED

1961 MAR 20 AM 9:46

O Bowie Duckett

Judge

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 10 PAGE 582

BOND NO. 16 306 61

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Equity No. 14,281.

LIBER 131 PAGE 464

Aurora Federal Savings & Loan Assoc.

versus

Vernon C. Leydecker and Mildred M. Leydecker, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Aurora Federal Building, Baltimore 1, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand 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 13th day of April in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

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

Aurora Federal Savings & Loan Assoc.

versus

Vernon C. Leydecker and Mildred M. Leydecker, his wife

now pending in said Court.

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

William F. Podlich

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

Witness

Elsie Curtis

Elsie Curtis

William F. Podlich (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth

Attorney in fact.

FILED

1961 APR 12 AM 10:04

Bond approved this 12th day of April, 1961

George T. Cromwell, Clerk

9

LIBER 131 PAGE 465

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR
VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife	:	ANNE ARUNDEL COUNTY
	:	DOCKET 19 FOLIO 304 CASE NO. 14281

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 14th day of April, 1961, the undersigned Auctioneer did sell the leasehold property known as No. 1207 Crawford Drive (Lot 168, Section 5, LEHIGH) (as described in the attached advertisement of sale) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE unto

Aurora Federal Savings And Loan Association

at and for the sum of Seven Thousand Seven Hundred and no/100 ($7,700.00) Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

E. T. NEWELL & CO., INC.

By Harry C. Miller

Vice ~~Pre~~ President - Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 14th day of April 1961, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from WILLIAM F. PODLICH, Trustee, at and for the sum of Seven Thousand Seven Hundred and no/100 ($7,700.00) Dollars, of which the sum of Five Hundred and 00/100 ($500.00) dollars was paid on account to said Trustee; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

R. C. Thomas Agent for Aurora Federal Savings & Loan Ass'n

FILED

1961 APR 18 AM 9:30

10

LIBER 131 PAGE 466

WILLIAM F. PODLICH,
Solicitor
301 Aurora Federal Building
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

1207 CRAWFORD DRIVE
(BEING LOT NO. 168 on PLAT of SECTION 5, of LEHIGH, in the THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY)

By Decree of the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, the undersigned Trustee will sell at Public Auction on the premises on

FRIDAY, APRIL 14, 1961 at 2:30 o'clock P. M.

ALL that leasehold lot of ground and premises situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-eight (168) situated on the southeast side of Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being now known as No. 1207 Crawford Drive.

SUBJECT to an annual ground rent of One Hundred Eight ($108.00) Dollars.

IMPROVED by a one-story brick dwelling containing six rooms and bath, and with carport.

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

TERMS: CASH upon ratification of sale by the Court; all taxes, ground rent, and other public dues and charges, are to be adjusted to date of sale, and all annual benefit charges or assessments imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefor has been actually levied or not, shall be paid by the seller to the date of sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

DEPOSIT of $500.00 required at sale; balance to bear interest at 6 per cent from date of sale.

WILLIAM F. PODLICH,
Trustee
E. T. NEWELL & CO., INC.,
Auctioneers

A-13

LIBER 131 PAGE 467

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs

VERNON C. LEYDECKER and

MILDRED M. LEYDECKER, his wife

NO. 14,281 - EQUITY

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

DOCKET 19, FOLIO 304

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold premises 1207 Crawford Drive (Lot No. 168 Plat of Section Five of LEHIGH, in the 3rd Election District of Anne Arundel County,) in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee WILLIAM F. PODLICH did pursuant to said notice on Friday, the 14th day of April, 1961, at 2:30 o'clock P.M. attend on the premises and then and there sold at Public Auction the property above referred to, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Seven Thousand Seven Hundred ($7,700.00) Dollars, being, at that figure the highest bidder therefor, to be paid in cash upon ratification of said Sale; the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by The Capital-Gazette Press, Inc., and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he has received from the Purchaser, the deposit of Five Hundred ($500.00) Dollars required by the terms of said Sale, and has also obtained the written agreement of the Purchaser to comply with the other said terms, same being as set out in said Advertisement annexed hereto.

Said Trustee reports further that said property, so sold, was not owned by any individual whose Military Status could or might affect the right of said Trustee to make said Sale.

FILED

1961 APR 18 AM 9:30

M //

Said Trustee Files herewith a Certificate of the Auctioneer who conducted said Sale, and a Certificate of the Purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on the 17th day of April, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis, Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

12

ORDER NISI

LIBER 131 PAGE 469

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,281 Equity

Ordered, this 18th day of April, 1961, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Trustee

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

The report states that the amount of sale was $ 7,700.00

FILED 1961 APR 18 AM 9:30

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of May, 1961 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans JUDGE.

FILED

1961 MAY 23 PM 12:27

15

WILLIAM F. PODLICH,
Solicitor
301 Aurora Federal B[illegible]g
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

1207 CRAWFORD DRIVE
(BEING LOT NO. 168 on PLAT of SECTION 5, of LEHIGH, in the THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY)

By Decree of the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, the undersigned Trustee will sell at Public Auction on the premises on

FRIDAY,
APRIL 14, 1961
at 2:30 o'clock P. M.

ALL that leasehold lot of ground and premises situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-eight (168) situated on the southeast side of Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being now known as No. 1207 Crawford Drive.

SUBJECT to an annual ground rent of One Hundred Eight ($108.00) Dollars.

IMPROVED by a one-story brick dwelling containing six rooms and bath, and with carport.

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

TERMS: CASH upon ratification of sale by the Court; all taxes, ground rent, and other public dues and charges, are to be adjusted to date of sale, and all annual benefit charges or assessments imposed by any Municipality, Public Authority or Commission; for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefor has been actually levied or not, shall be paid by the seller to the date of sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

DEPOSIT of $500.00 required at sale; balance to bear interest at 6 per cent from date of sale.

WILLIAM F. PODLICH,
Trustee

E. T. NEWELL & CO., INC.,
Auctioneers A-13

No. N

14

OFFICE [illegible]

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 470

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed

Trustee's Sale
1207 Crawford Drive
Equity No. 14,281
Vernon C. Leydecker

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 April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 APR 17 AM 11:38

By [illegible]

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 471

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 16, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,281

Vernon C. Leydecker

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 27th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Villasman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,281 Equity
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife

Ordered, this 18th day of April, 1961, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $7,700.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-11

FILED

No. M.C. 2044-H

1961 MAY 17 AM 9:50

15

LIBER 131 PAGE 472

In the Case of

Aurora Federal Savings and Loan Association, a body corporate

VS.

Vernon C. Leydecker and Mildred M. Leydecker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,281 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. Jicklin
Auditor.

June 2, 1961

16

Dr. Aurora Federal Savings and Loan Association, a body corporate vs. Vernon C. Leydecker and Mildred M. Leydecker, his wife in ac.

To Trustee for Fee, viz:	35	00		
To Trustee for Commissions, viz:	262	47	297	47
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
U.S. Fidelity & Guaranty Co.-bond premium	20	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Elsie Curtis - notary fees	1	50	156	70
To Trustee for Taxes, viz:				
1961 State and County taxes ($162.81) - 3 months 14 days	47	04	47	04
To Trustee for Ground Rent, viz:				
Semi-annual ground rent of $54.00 due 4/17/61 - 5 months 27 days	53	10	53	10
To Aurora Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	7,171	52	7,171	52
			7,786	33
Amount of mortgage claim filed	9,436	85		
Interest @ 5½% on principal balance of $9,362.62 from 4/14/61 to 7/10/61 - 2 months 26 days	123	02		
	9,559	37		
Cr. Amount allowed above	7,171	52		
Balance subject to decree in personam	2,388	35		

17

with William F. Podlich, Trustee

Cr.

1961				
Apr.	14	Proceeds of Sale	7,700 00	
		Interest on deferred payment of $5,200.00 to 5/24/61 - 1 month 10 days	49 00	7,749 00
		Refund 1961 water and sewer benefit charges - 8 months 16 days	37 33	37 33
				7,786 33

ORDER NISI

LIBER 131 PAGE 475

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Aurora Federal Savings and Loan Association, a body corporate

VERSUS

Vernon C. Leydecker

and

Mildred M. Leydecker, his wife

No. 14,281 Equity.

1961 JUN -7 PM 2:30 FILED

ORDERED, This 7th day of June, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of 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 17th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of July, 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

19 1961 JUL 19 PM 2:56

O. Bowie Duckett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 476

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,281 Equity

Aurora Federal Savings and Loan Association, a body corporate

versus

VERNON C. LEYDECKER and MILDRED M. LEYDECKER, his wife

Ordered this 7th day of June, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of 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 17th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,281 Auditor Account Vernon C. Leydecker was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of July, 1961. The first insertion being made the 15th day of June, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 21562 ~~1961~~ JUL -3 PM 3:54 By H. Tieghman

20

Tivis Bell and
Elsie Bell, His Wife.
COMPLAINANT

VS

David Scarlett Ross, Unmarried, Deceased
217 North Calvert Street,
Baltimore, Maryland, and his heirs:
Mary L. Ross, Unmarried, and
Joseph H. Ross, and
Gertrude Ross, His Wife,
Jacksonville, Florida.
and
Margaret Ross and
Andrew Ross, Junior, and
Leo Ross, and Lois Ross, His Wife,
Brunswick, Georgia.
and
Non-Residents, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons:
Andrew Ross - Henry Ross - John Lewis Ross - Bonnie S. Ross, -
Union Trust Company (A Body Corporate)
Baltimore & St. Paul Streets,
Baltimore-2-Maryland,
First National Bank of Baltimore
(A Body Corporate)
Light & Redwood Streets,
Baltimore-2-Maryland,
AND all persons claiming or having any interest in 2 tracts of land containing 2.5 acres and 3 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated March 21, 1944, in Liber JHH 301, folio 493, from Joseph H. Pepper, et al to Tivis Bell and Elsie Bell, His Wife.
RESPONDENTS

LIBER 131 PAGE 477

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 4246

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainant respectfully avers:

1. That by Deed, dated March 21, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH 301, Folio 493, Joseph H. Pepper, et als conveyed two tracts of ground, designated as Lot No. 1 and Lot No. 2, unto Tivis Bell and Elsie Bell, His Wife, Complainants herein, a photostatic copy of which Deed is filed herewith, marked "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof. Said lots are described as follows:

FEB 24 PM 1:24

LOT NO. 1. All that tract of land abutting on a part of the north line of the four acre tract conveyed to these grantees by Patrick J. Brennan and wife, by their deed dated January 28, 1944, and duly recorded among the land records of said county in Liber JHH 301, folio 164, etc., and described as follows. BEGINNING at the intersection of the west side of the said Clark Station-Gambrills Road and at the northeast corner of the said Brennan tract and running in a westerly direction and along the said north line of the said Brennan tract, for a distance of 700 feet, more or less, to intersect the east line of the Walker property; thence leaving said north line, and running in a northeasterly direction along said east line of said Walker property, for a distance of 240 feet, more or less, to the south side of a 30 foot road; thence leaving said road, and running in an almost due east direction, along the south side of said 30 foot road, a distance of 500 feet, more or less, to the west side of the said Clark-Station-Gambrills Road; thence running south, and along the west side of the said last mentioned road, for a distance of 200 feet, more or less, to the place of beginning. CONTAINING 2.5 acres of land, more or less.

LOT NO. 2. All that tract of land abutting on a part of the south line of the said Brennan tract, beginning on the west side of the said Clark Station-Gambrills road and at the intersection of the said road and the south east corner of the said Brennan tract, and running thence and in a westerly direction and binding on the south line of the said Brennan tract, for a distance of 325 feet, more or less, to the north east corner of a 2.8 acre tract of land conveyed to Michael L. Schmitt and wife by deed dated December 2, 1937, and recorded in Liber F.A.M. No. 173, folio 423, etc; thence leaving the said Brennan tract, and running in a southerly direction, and binding on the east side of said Schmitt tract, 360 feet, more or less, to the north side of the Severn Run-Academy Junction road; thence along the north side of said last mentioned road and in a southeasterly direction 315 feet more or less, to the west side of the said Clark Station-Gambrills Road; and thence in a northerly direction, binding on the west side of the said last named road, for a distance of 500 feet, more or less, to the place of beginning. CONTAINING three (3) acres of land, more or less.

2. That the County Commissioners acquired said two lots by Tax Sale on October 10, 1938, out of a tract containing approximately 34-1/4 acres, assessed on the tax roll to David S. Ross, and being part of the tract conveyed to said David S. Ross by The George M. Murray Sons Canning Company, recorded among aforesaid Land Records in Liber WNW 76, folio 408, photostatic copy of which is filed herewith, marked "Complainant's Exhibit No. 2".

3. That said 34-1/4 acre tract was set up on the assessment records of Anne Arundel County for the years 1928, 1929, 1930, 1931, 1932, 1933, 1934,-1937 in the name of David S. Ross.

4. That Tax Sale Certificate No. 2826 was issued by Edward M. Dunn, Treasurer, on September 14, 1959, unto the County Commissioners of Anne Arundel County, which Certificate has been

been assigned unto Tivis Bell and Elsie Bell, His Wife, Complainants herein, and which certificate is attached hereto, marked "Complainant's Exhibit No. 3", and prayed to be taken as part hereof.

5. That the Judgment Creditors of David Scarlett Ross are: The First National Bank of Baltimore and The Union Trust Company of Maryland, as will be shown by reference to the Lien Docket.

6. To redeem said lots, it is necessary that the defendants pay the sum of One Hundred and Fifty Dollars ($150.00) plus interest from March 21, 1944, all taxes, penalties, etc. accruing subsequent to date of deed to Complainants herein, and reimburse Complainants for amounts due under Section 109, Article 81 of the Annotated Code of Maryland, 1951 Edition.

7. That the said two tracts of land have not been redeemed by any party in interest, although more than one year and a day from the date of sale has expired.

8. That the Complainants pray for process directed to the above named Defendants, their heirs and next of kin, and all other persons claiming by, through or under them, or have an interest in said two lots of ground.

9. Complainants pray for Order of Publication directed to all parties of interest.

10. The Complainants pray the Court to pass a final decree foreclosing all rights of redemption of the Respondents, their heirs and assigns, in and to the aforesaid property.

AND as in duty bound, etc.

Tivis Bell
Tivis Bell, One of Complainants

Frankie Wilson
Frankie Wilson, Attorney for Complainant
25 Balto.-Annapolis Blvd., N.W.
Glen Burnie, Md. (P. O. Box 247)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:
I HEREBY CERTIFY, that on this 20th day of ~~December~~ February, 1960, before me, the subscriber, a Notary Public in and for Anne Arundel County, personally appeared Tivis Bell, one of the Complainants, who made oath in due form of law that the matters and facts stated above are true to the best of his information, knowledge and belief.
AS WITNESS my hand and Notarial Seal.

Mildred S. Davis
MILDRED S. DAVIS Notary Public

ALT. REV. STAMP $.55- MD. STATE STAMP $.10

This DEED, made this 21st day of March, 1944, by and between Joseph H. Pepper, late county treasurer of Anne Arundel County, of the first part; the County Commissioners of Anne Arundel County, a body corporate, of the second part, and Tivis Bell and Elsie Bell his wife, of the third part.

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned, for the year 1937, and assessed to David S. Ross, and the said Joseph H. Pepper, then County Treasurer and Collector of State, County and School taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof imposed upon him, having first complied with all the provisions of law in relation thereto, proceeded to and did sell the hereinafter mentioned and described property to enforce the payment of the taxes so in default; and,

Mar-12-1944 Bell & Tivis to Del.

WHEREAS, on the 10th day of October, 1938, the said Joseph H. Pepper, late county Treasurer as aforesaid, sold said property at public sale to the County Commissioners of Anne Arundel County at and for the sum of $148.50, they being then the highest bidder therefor; and,

WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County, and the proceedings having been found regular, and the provisions of law complied with, an Order

Nisi was duly passed therein; and,

WHEREAS, after due publication of the said Order Nisi, as required by law, the said sale was finally ratified and confirmed by the said court on the 5th day of January, 1940, and the said Joseph H. Pepper, late county Treasurer as aforesaid, is authorized by law to execute this deed; and,

WHEREAS, the said county commissioners have sold the said property to the said parties of the third part, who have paid the said sum of $148.50 therefor, the receipt whereof is hereby acknowledged by the said Commissioners.

NOW, THEREFORE, THIS DEED WITNESSETH, that in consideration of the premises, and the said payment of the said sum of $148.50 by the parties of the third part, the said Joseph H. Pepper, Late County Treasurer as aforesaid, and the County Commissioners of Anne Arundel County, a body corporate, do hereby grant and convey unto the said Tivis Bell and Elsie Bell, his wife, their heirs and assigns, all those two pieces or parcels of ground, situate in the Fourth District of Anne Arundel County, adjoining the west side of the Clark Station-Gambrills Road, and described as follows:

Lot No. 1. All that tract of land abutting on a part of the north line of the four acre tract conveyed to these grantees by Patrick J. Brennan and wife, by their deed dated January 28, 1944, and duly recorded among the land records of said county in Liber J.H.H. 301, folio 164, etc, and described as follows. BEGINNING at the intersection of the west side of the said Clark Station-Gambrills Road and at the northeast corner of the said Brennan tract and running in a westerly direction and along the said north line of the said Brennan tract, for a distance of 700 feet, more or less, to intersect the east line of the Walker property; thence leaving said north line, and running in a northeasterly direction along said east line of said Walker property, for a distance of 240 feet, more or less, to the south side of a 30 foot road; thence leaving said road, and running in an almost due east direction, along the south side of said 30 foot road, a distance of 500 feet, more or less, to the west side of the said Clark Station-Gambrills Road; thence running south, and along the west side of the said last mentioned road, for a distance of 200 feet, more or less, to the place of beginning. CONTAINING 2.5 acres of land. more or less.

Lot No. 2. All that tract of land abutting on a part of the south line of the said Brennan tract, beginning on the west side of the said Clark Station-Gambrill Road and at the intersection of the said road and the south east corner of the said Brennan tract, and running thence and in a westerly direction and binding on the south line of the said Brennan tract, for a distance of 325 feet, more or less, to the north east corner of a 2.8 acre tract of land conveyed to Michael L. Schmitt and wife, by deed dated December 2, 1937, and recorded in Liber F.A.M. No. 173, folio 423, etc; thence leaving the said Brennan tract, and running in a southerly direction, and binding on the east side of said Schmitt tract, 360 feet, more or less, to the north side of the Severn Run-Academy Junction road; thence along the north side of said last mentioned road and in a southeasterly direction 315 feet more or less, to the west side of the said Clark Station-Gambrills Road; and thence in a northerly direction, binding on the west side of the said last named road, for a distance of 500 feet, more or less, to the place of beginning. CONTAINING three (3) acres of land, more or less.

LIBER 131 PAGE 482

TOGETHER WITH the improvements thereon made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the said Tivis Bell and Elsie Bell, his wife, their heirs and assigns forever.

WITNESS the hand and seal of Joseph H. Pepper, Late County Treasurer, and the corporate seal of the County Commissioners of Anne Arundel County, and the signature of its President, attested by the Clerk of the said corporation.

Witness, as to Joseph H. Pepper

Clemence C. Burwell

JOSEPH H. PEPPER (SEAL)

Late Treasurer of Anne Arundel County.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

a body corporate.

By JOHN J. LEVAY

PRESIDENT

TEST:

R. BARRY ARNOLD

CLERK

(CORPORATE SEAL)

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 21st day of March, 1944, before me, the subscriber, a Notary Public of the said State and County, personally appeared Joseph H. Pepper, Late County Treasurer of Anne Arundel County, and acknowledged the foregoing deed to be his act and deed; and at the same time also appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing deed to be the act of the said County Commissioners.

WITNESS my hand and Notarial Seal.

CLEMENCE C. BURWELL

NOTARY PUBLIC

My commission expires May 7, 1945

(NOTARIAL SEAL)

Recorded - 21st March, 1944, at 2:45 P.M.

LIBER 131 PAGE 483

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.301 Folio 493 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 10th day of September, A.D.,1959.

George T. Cromwell Clerk

GEORGE T. CROMWELL

1

($7.00 Rev. Stamp)
This Deed Made this 11th, day of June, in the year nineteen hundred and twenty three, by The George M. Murray & Sons Canning Company, a body corporate of the State of Maryland.
Witnesseth that in consideration of Five Dollars and other good and valuable consideration, the said The George M. Murray & Sons Canning Company doth grant and convey unto David Scarlett Rose, his heirs and assigns, all those two lots of ground, situate in Anne Arundel County, that are described as follows, that is to say:
Beginning for the first of said lots at the beginning of the whole tract said beginning being also a boundary of the land now owned by Henrietta M. C. Maynard, and thence, along the line of said Maynard's land South forty three degrees and forty five minutes West four hundred feet, thence across the whole tract South forty six degrees and fifteen minutes East four hundred feet, thence North forty three degrees and forty five minutes East, parallel to the first line of this lot, four hundred and sixty feet more or less to the centre of the County Road leading from Odenton to Millersville, thence in the centre thereof North fifty two degrees and thirty minutes West three hundred and fifteen feet, thence North sixty six degrees West ninety feet to the place of beginning. Containing four acres of land more or less.
Being a part of the land that is described in a deed from Emily R. Murray to The George M. Murray Sons Canning Company, dated February 5th, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 90 folio 328 etc

The second tract being all that tract of land containing one hundred and one acres more or less that is described in a deed from Carlos M. Murray to the said The George M. Murray Iron Canning Company bearing date February 5th, 1912 and recorded among the Land Records of Anne Arundel County in Liber G. H. No. 90, folio 332 etc, the said land having been formerly subject to a ground rent of one cent, which from the creation of the lease has never been demanded or paid, thus making said land in fee simple.

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

To have and to hold the land and premises above described and mentioned, unto the said Lord Scarlett Rose, his heirs and assigns in fee simple.

And the said grantor hereby covenants that it will warrant specially the property hereby granted, and conveyed, and that it will execute such further assurances of said land as may be required.

Witness the hand of John F. O'Malley, President of the said The George M. Murray Iron Canning Company with the seal of the said body corporate affixed.

Test
John R. West. (Corporate Seal)

John F. O'Malley, (Seal)
President of The George M. Murray Iron Canning Company.

State of Maryland, Baltimore, City to wit,

I hereby certify that on this 11th day of June, 923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John F. O'Malley, President of The George M. Murray Iron Canning Company and acknowledged the aforegoing Deed to be the act of the said body corporate.

Witness my hand and Notarial seal.

John R. West.
Notary Public

(Notary Seal)

Recorded June 26th 1923—9. a. m.

LIBER 131 PAGE 486

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in LiberW.N.W. 76, Folio 408 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 10th day of September, A.D., 1959.

George T. Cromwell, Clerk

GEORGE T. CROMWELL

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"COMPLAINANT'S EXHIBIT NO. 3"

LIBER 131 PAGE 487

Nº 2826 CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr Successor to Joseph H. Lepper Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to G.A. Co. Comm. at public auction for the sum of 148.59 Dollars and ____ Cents, of which 148 59/100 Dollars has been paid as a deposit on the property in Dist. 4 described as Approximately 3 1/4 acres, unimproved, ex G.A. Co

and assessed to David S. Lord

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14th day of September 1959.

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of ~~October~~ Sept 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,

Lillian L. Carter
Notary Public.

My Commission Expires May 1, 1961

FILED

over

1961 FEB 24 PM 1:44

11

LIBER 131 PAGE 488 (SEAL)

Annapolis, Maryland, Nov. 22,1960

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County hereby assign all of its right, title amd interest unto Tivis Bell and Elsie Bell, his wife in two tracts of land containing a total of 5.5 acres and described in a deed dated 1/28/1944 and recorded among the land records of Anne Arundel County in Liber JHH 301 Folio 493 and the same being a portion of the 34¼ acres contained in the within Certificate of Tax Sale.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By Frank W. Wilde
Frank W. Wilde, President

WITNESS:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

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IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
~~[illegible]~~
EQUITY NO. 14246

LIBER 131 PAGE 489

TIVIS BELL AND ELSIE BELL, HIS WIFE, COMPLAINANTS

VS

DAVID SCARLETT ROSS, Unmarried - deceased; his heirs: ~~[illegible]~~
MARY L. ROSS, UNMARRIED, and
JOSEPH H. ROSS and GERTRUDE ROSS,
His Wife - Jacksonville, Florida
and
MARGARET ROSS and
ANDREW ROSS, Junior, and
LEO ROSS, and LOIS ROSS, His Wife - Brunswick, Georgia
AND NON-RESIDENTS, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons:
ANDREW ROSS - HENRY ROSS - JOHN LEWIS ROSS - BONNIE S. ROSS;
UNION TRUST COMPANY OF MARYLAND, (A Body Corporate)
Balto. & St. Paul Sts., Baltimore, Maryland
FIRST NATIONAL BANK OF BALTIMORE (A Body Corporate)
Light & Redwood Sts., Baltimore, Maryland
AND all persons claiming or having any interest in 2 tracts of land containing 2.5 acres and 3 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated March 21, 1944, in Liber JHH 301, folio 493, from Joseph H. Pepper, et al to Tivis Bell and Elsie Bell, His Wife.
RESPONDENTS

. . . . . .

ORDER OF PUBLICATION

1. The object of this proceeding is to secure the foreclosure of all the rights of redemption in the following properties, situate in the Fourth Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County and State of Maryland.

LOT NO. 1. All that tract of land abutting on a part of the north line of the four acre tract conveyed to these grantees by Patrick J. Brennan and wife, by their deed dated January 28, 1944, and duly recorded among the land records of said county in Liber JHH 301, folio 164, etc., and described as follows. BEGINNING at the intersection of the west side of the said Clark Station-Gambrills Road and at the northeast corner of the said Brennan tract and running in a westerly direction and along the said north line of the said Brennan tract, for a distance of 700 feet, more or less, to intersect the east line of the Walker property; thence leaving said north line, and running in a northeasterly direction along said east line of said Walker property, for a distance of 240 feet, more or less, to the south side of a 30 foot road; thence leaving said road, and running in an almost due east direction, along the south side of said 30 foot road, a distance of 500 feet, more or less, to the west side of the said Clark-Station-Gambrills Road; thence running south, and along the west side of the said last mentioned road, for a distance of 200 feet, more or less, to the place of beginning. CONTAINING 2.5 acres of land, more or less.

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LOT NO. 2. All that tract of land abutting on a part of the south line of the said Brennan tract, beginning on the west side of the said Clark Station-Gambrills Road and at the intersection of the said Road and the south east corner of the said Brennan tract, and running thence and in a westerly direction and binding on the south line of the said Brennan tract, for a distance of 325 feet, more or less, to the north east corner of a 2.8 acre tract of land conveyed to Michael L. Schmitt and wife, by deed dated December 2, 1937, and recorded in Liber F.A.M. No. 173, folio 423, etc; thence leaving the said Brennan tract, and running in a southerly direction, and binding on the east side of said Schmitt tract, 360 feet, more or less, to the north side of the Severn Run-Academy Junction Road; thence along the north side of said last mentioned road and in a southeasterly direction 315 feet more or less, to the west side of the said Clark Station-Gambrills Road; and thence in a northerly direction, binding on the west side of the said last named road, for a distance of 500 feet, more or less, to the place of beginning. CONTAINING three (3) acres of land, more or less.

2. That your Petitioner is advised and believes and therefore avers that the said David Scarlett Ross, deceased, was a bachelor and died without issue; that there has been no administration on his Estate in Maryland; that he left surviving him, four brothers and two sisters, as above named, who are non-residents of Maryland; that the defendants, Union Trust Company and First National Bank of Baltimore, are Judgment Creditors of David Scarlett Ross, deceased.

3. The above two tracts being part of the property conveyed to David Scarlett Ross by The George M. Murray Sons Canning Company, by Deed dated June 11, 1923 and recorded among the Land Records of Anne Arundel County in Liber WNW 76, Folio 408.

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

IT IS, THEREFORE, THIS 24th day of February 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all persons interested in said properties to be and appear in this Court by the 4th day of May 1961 and

redeem the properties and answer the Bill or thereupon a Final Decree will be rendered, foreclosing all rights of redemption in the properties and vest in the Complainant a title free and clear of all encumbrances.

George T. Cromwell Clerk

Frankie Wilson, Atty.

THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 14,246

TIVIS BELL AND ELSIE BELL, HIS WIFE, COMPLAINANTS
VS
DAVID SCARLETT ROSS, Unmarried - deceased; his heirs: MARY L. ROSS, UNMARRIED, and JOSEPH H. ROSS and GERTRUDE ROSS, His Wife — Jacksonville, Florida and MARGARET ROSS and ANDREW ROSS, Junior, and LEO ROSS, and LOIS ROSS, His Wife - Brunswick, Georgia AND NON-RESIDENTS, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons:

ANDREW ROSS - HENRY ROSS - JOHN LEWIS ROSS - BONNIE S. ROSS;

UNION TRUST COMPANY OF MARYLAND, (A Body Corporate) Balto. & St. Paul Sts., Baltimore, Maryland

FIRST NATIONAL BANK OF BALTIMORE (A Body Corporate) Light & Redwood Sts., Baltimore, Maryland

AND all persons claiming or having any interest in 2 tracts of land containing 2.5 acres and 3 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated March 21, 1944, in Liber JHH 301, folio 493, from Joseph H. Pepper, et al to Tivis Bell and Elsie Bell, His Wife.

RESPONDENTS

Order Of Publication

No. 961

1. The object of this proceeding is to secure the foreclosure of all the rights of redemption in the following properties, situate in the Fourth Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County and State of Maryland.

LOT NO. 1. All that tract of land abutting on a part of the north line of the four acre tract conveyed to these grantees by Patrick J. Brennan and wife, by their deed dated January 28, 1944, and duly recorded among the land records of said county in Liber JHH 301, folio 164, etc., and described as follows, BEGINNING at the intersection of the west side of the said Clark Station-Gambrills Road and at the northeast corner of the said Brennan tract and running in a westerly direction and along the said north line of the said Brennan tract, for a distance of 700 feet, more or less, to intersect the east line of the Walker property; thence leaving said north line, and running in a northeasterly direction along said east line of said Walker property, for a distance of 240 feet, more or less, to the south side of a 30 foot road; thence leaving said road, and running in an almost due east direction, along the south side of said 30 foot road, a distance of 500 feet, more or less, to the west side of the said Clark-Station-Gambrills Road; thence running south, and along the west side of the said last mentioned road, for a distance of 200 feet, more or less, to the place of beginning. CONTAINING 2.5 acres of land, more or less.

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 492

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,246 Property

David Scarlett Ross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of May, 1961. The first insertion being made the 2nd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

MAR 29 AM 8:56

By H. Tilghman

LOT NO. 2. All that tract of land abutting on a part of the south line of the said Brennan tract, beginning on the west side of the said Clark Station-Gambrills Road and at the intersection of the said Road and the south east corner of the said Brennan tract, and running thence and in a westerly direction and binding on the south line of the said Brennan tract, for a distance of 325 feet, more or less, to the north east corner of a 2.8 acre tract of land conveyed to Michael L. Schmitt and wife, by deed dated December 2, 1937, and recorded in Liber F.A.M. No. 173, folio 423, etc; thence leaving the said Brennan tract, and running in a southerly direction, and binding on the east side of said Schmitt tract, 360 feet, more or less, to the north side of the Severn Run-Academy Junction Road; thence along the north side of said last mentioned road and in a southeasterly direction 315 feet more or less, to the west side of the said Clark Station-Gambrills Road; and thence in a northerly direction, binding on the west side of the said last named road, for a distance of 500 feet, more or less, to the place of beginning. CONTAINING three (3) acres of land, more or less.

2. That your Petitioner is advised and believes and therefore avers that the said David Scarlett Ross, deceased, was a bachelor and died without issue; that there has been no administration on his Estate in Maryland; that he left surviving him, four brothers and two sisters, as above named, who are non-residents of Maryland; that the defendants, Union Trust Company and First national Bank of Baltimore, are Judgment Creditors of David Scarlett Ross, deceased.

3. The above two tracts being part of the property conveyed to David Scarlett Ross by The George M. Murray Sons Canning Company, by Deed dated June 11, 1923 and recorded among the Land Records of Anne Arundel County in Liber WNW 76, Folio 408.

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

IT IS, THEREFORE, THIS 24th day of February 1961, by the Circuit for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all persons interested in said properties to be and appear in this Court by the 4th day of May 1961 and redeem the properties and answer the Bill or thereupon a Final Decree will be rendered, foreclosing all rights of redemption in the properties and, vest in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

TRUE COPY,
Test GEORGE T. CROMWELL,
Clerk

M-23

EQUITY NO. 14,246

LIBER 131 PAGE 494

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 19th day of June ,

19 61 , personally appeared before me, the subscriber, a Notary Public of the State of

Maryland, in and for Anne Arundel County, Frankie Wilson, Solicitor for

Tivis Bell and Elsie Bell,

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

Mary L. Ross - Brunswick, Georgia
Leo L. Ross - Brunswick, Georgia
Andrew M. Ross - Brunswick, Georgia
Mrs. Margaret L. Ross - Brunswick, Georgia
Joseph H. Ross - Jacksonville-2-Florida.-(Mail - returned: Unclaimed)

being too old - for military service,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 19th day of June , 19 61 .

Notarial Seal

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public.

My Commission will expire on:

May 6, 1963

Filed,

FILED

1961 JUN 20 PM 3:58

17

EQUITY NO. 14,246

LIBER 131 PAGE 495

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 19th day of June, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Frankie Wilson, Solicitor for Tivis Bell and Elsie Bell,

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

Union Trust Company of Maryland - A Body Corporate
First National Bank of Baltimore - A Body Corporate

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 19th day of June, 19 61.

Notarial Seal

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

My Commission will expire on:

May 6, 1963

Filed,

FILED
1961 JUN 20 PM 3:58

18.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 14,246

LIBER 131 PAGE 496

TIVIS BELL AND ELSIE BELL, HIS WIFE, COMPLAINANTS
VS
DAVID SCARLETT ROSS, Unmarried, Deceased; His Heirs:
Mary L. Ross, Unmarried, and Joseph H. Ross and Gertrude Ross,
His Wife - Jacksonville, Florida and
Margaret Ross and Andrew Ross, Junior, and
Leo Ross, and Lois Ross, His Wife - Brunswick, Georgia.
AND NON-RESIDENTS, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons:
Andrew Ross - Henry Ross - John Lewis Ross - Bonnie S. Ross;
UNION TRUST COMPANY OF MARYLAND, (A Body Corporate)
Balto. & St. Paul Sts. - Baltimore, Maryland
FIRST NATIONAL BANK OF BALTIMORE, (A Body Corporate)
Light & Redwood Sts., - Baltimore, Maryland
AND all persons claiming or having any interest in 2 tracts of land containing 2.5 acres and 3 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated March 21, 1944, in Liber JHH 301, folio 493, from Joseph H. Pepper, et al to Tivis Bell and Elsie Bell, His Wife. RESPONDENTS

. . . . . .

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, who being duly sworn according to law, deposed and said, as follows:

1. That she is the Solicitor for the Plaintiff in the above-entitled case.

2. That on the 3rd day of March, 1961, the Attorney sent by United States Certified Mail, a copy of the Bill of Complaint filed in this case to:

(A) Miss Mary L. Ross - C/O Mr. E. W. Highsmith,
#742889 P. O. Box 414-Amer. Nat'l. Bank Bldg.
Brunswick, Georgia

(B) Mr. Leo L. Ross - C/O Mr. E. W. Highsmith,
#742886 P. O. Box 414-Amer. Nat'l. Bank Bldg.
Brunswick, Georgia

(C) Mr. Andrew M. Ross- C/O Mr. E. W. Highsmith,
#742887 P. O. Box 414-Amer. Nat'l. Bank Bldg.
Brunswick, Georgia

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1961 JUN 20 PM 3:58

19

(D) Mrs. Margaret L. Ross - C/O Mr. E. W. Highsmith,
P. O. Box 414-Amer. Nat'l. Bank Bldg.
#742888 Brunswick, Georgia.

(E) Mr. Joseph H. Ross - 508 Atlantic Nat'l. Bank Bldg.
#742890 Jacksonville-2-Florida.

heirs of David Scarlett Ross, advising them of their opportunity to redeem the property. The notices forwarded are evidenced by receipts and papers as shown in Exhibit #4 filed herein, but no answer has been filed in this Court and no correspondence received by the affiant.

3. That a copy of the certified letter, together with receipt of the United States Post Office Department, are filed herewith and prayed to be taken as a part hereof, being Exhibit #4.

4. That service was had on the Union Trust Company of Maryland and also the First National Bank of Baltimore and no Answer has been filed by either bank in this cause.

5. That Order of Publication has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Maryland, as will be seen by Certificate of Publication filed in these proceedings, and that none of the Respondents have appeared or answered.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

Frankie Wilson
Frankie Wilson, Affiant

LIBER 131 PAGE 497

20

OFFICE: SOUTHFIELD 6-4560

HOME: SOUTHFIELD 1-1610
SOUTHFIELD 1-1377

LIBER 131 PAGE 498

FRANKIE WILSON
WALTON D. WILSON
ATTORNEYS AT LAW
25 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.
P. O. BOX 247
GLEN BURNIE, MARYLAND

March 3, 1961

Mr. Leo L. Ross,
C/O Mr. E. W. Highsmith,
P. O. Box 414,
American National Bank Building,
Brunswick, Georgia.

CERTIFIED No. 742886

Dear Sir: Re: Tivis Bell - vs David Scarlett Ross, et als, Equity No. 14,246

Please be advised that we filed, on behalf of Tivis Bell and wife, on February 24, 1961, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 2-1/2 acres, and another tract of 3 acres, a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Frankie Wilson

fw:vs
encl.

Petitioner's
Exhibit # 4

21

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Leo L Ross

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

[signature]

DATE DELIVERED MAR 6 - 1961 ADDRESS WHERE DELIVERED (only if requested in item #1)

MAR 6 - 1961

CSS—16—71848-4 GPO

OFFICE: SOUTHFIELD 6-4560

HOME: SOUTHFIELD 1-1610
SOUTHFIELD 1-1377

FRANKIE WILSON
WALTON D. WILSON
ATTORNEYS AT LAW
95 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.
P. O. BOX 247
GLEN BURNIE, MARYLAND

LIBER 131 PAGE 499

March 3, 1961

Mr. Andrew H. Ross,
C/O Mr. E. W. Highsmith,
P. O. Box 414,
American National Bank Building,
Brunswick, Georgia.

CERTIFIED NO. 742887

Dear Sir: Re: Tivis Bell - vs David Scarlett Ross, et als, Equity No. 14,246

Please be advised that we filed, on behalf of Tivis Bell and wife, on February 24, 1961, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 2-1/2 acres, and another tract of 3 acres, a copy of which Bill of Complaint is enclosed herewith.

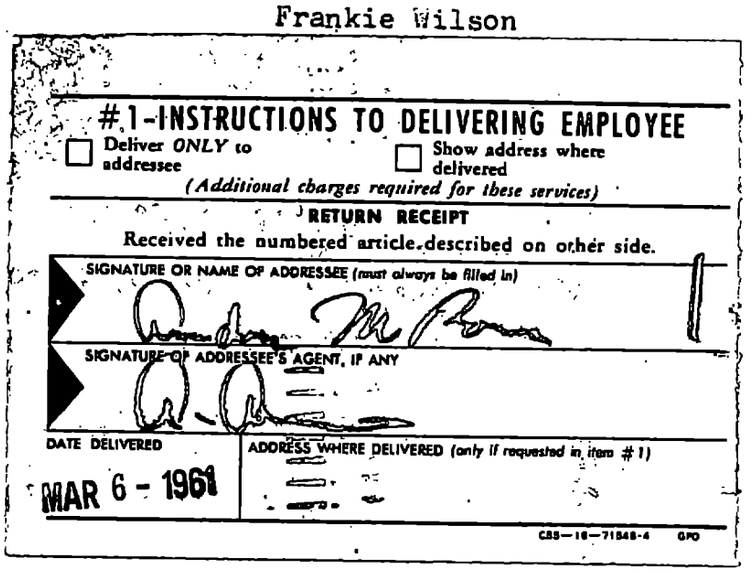
The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Frankie Wilson

fw:vs
encl.

Petitioner's Exhibit # 4


#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: MAR 6 - 1961

ADDRESS WHERE DELIVERED (only if requested in item #1)

CSS—16—71548-4 GPO

22

OFFICE: SOUTHFIELD 6-4600 — HOME: SOUTHFIELD 1-1618
SOUTHFIELD 1-1377

FRANKIE WILSON
WALTON D. WILSON
ATTORNEYS AT LAW
25 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.
P. O. BOX 247
GLEN BURNIE, MARYLAND

LIBER 131 PAGE 500

March 3, 1961

Mrs. Margaret L. Ross,
C/O Mr. E. W. Highsmith,
P. O. Box 414,
American National Bank Building,
Brunswick, Georgia.

CERTIFIED NO. 742888

Dear Mrs. Ross: Re: Tivis Bell - vs David Scarlett Ross, et als,
Equity No. 14,246

Please be advised that we filed, on behalf of Tivis Bell and wife, on February 24, 1961, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 2-1/2 acres, and another tract of 3 acres, a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Frankie Wilson

fw:vs
encl.

Petitioner's
Exhibit #4

23

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Margaret L. Ross

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Q. Ross

DATE DELIVERED: MAR 6 - 1961

ADDRESS WHERE DELIVERED (only if requested in item #1)

C88—16—71548-4 GPO

OFFICE: SOUTHFIELD 6-4500

HOME: SOUTHFIELD 1-1610
SOUTHFIELD 1-1377

FRANKIE WILSON
WALTON D. WILSON
ATTORNEYS AT LAW
25 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.
P. O. BOX 247
GLEN BURNIE, MARYLAND

LIBER 131 PAGE 501

March 3, 1961

Miss Mary I. Ross,
C/O Mr. E. W. Highsmith,
P. O. Box 414,
American National Bank Building,
Brunswick, Georgia.

CERTIFIED NO. 742889

Dear Miss Ross: Re: Tivis Bell - vs David Scarlett Ross, et als,
Equity No. 14,246

Please be advised that we filed, on behalf of Tivis Bell and wife, on February 24, 1961, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 2-1/2 acres, and another tract of 3 acres, a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Frankie Wilson

fw:vs
encl.

Petitioner's
Exhibit # 4

24

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Mary L Ross

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

MAR 6 - 1961

ADDRESS WHERE DELIVERED (only if requested in item #1)

CSS—16—71b48-4 GPO

OFFICE: SOUTHFIELD 6-4500

HOME: SOUTHFIELD 1-1610
SOUTHFIELD 1-1377

FRANKIE WILSON
WALTON D. WILSON
ATTORNEYS AT LAW
25 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.
P. O. BOX 247
GLEN BURNIE, MARYLAND

LIBER 131 PAGE 502

March 3, 1961

Mr. Joseph R. Ross,
508 Atlantic National Bank Building,
Jacksonville-2-Florida.

Dear Sir: CERTIFIED NO. 742890

Re: Tivis Bell - vs David Scarlett Ross, et als,
Equity No. 14,246

Please be advised that we filed, on behalf of Tivis Bell and wife, on February 24, 1961, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 2-1/2 acres, and another tract of 3 acres, a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

fw:vs
encl.

Frankie Wilson

Petitioner's
Exhibit #__4___

25

FRANKIE WILSON
WALTON D. WILSON
ATTORNEYS AT LAW
95 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.
P. O. BOX 247
GLEN BURNIE, MARYLAND

RETURNED TO WRITER

REASON FOR NON-DELIVERY
Moved, Left Address
Unknown Refused
No Such Number
Insufficient address
Illegible Unclaimed

GLEN BURNIE MAR 3 '61 P M MD.

U.S. POSTAGE 34

CERTIFIED
No. 742890
MAIL

3849
3-30-61

Mr. Joseph H. Ross,

508 Atlantic National Bank Building,

Jacksonville-2-Florida.

MAR 6 1961

unclaimed

3/21

LIBER 131 PAGE 503

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 14,246

LIBER 131 PAGE 504

TIVIS BELL AND ELSIE BELL, HIS WIFE, COMPLAINANTS

VS

DAVID SCARLETT ROSS, Unmarried, Deceased; His Heirs:
MARY L. ROSS, UNMARRIED, and JOSEPH H. ROSS AND GERTRUDE ROSS,
His Wife - Jacksonville, Florida and
MARGARET ROSS and ANDREW ROSS, Junior, and
LEO ROSS, and LOIS ROSS, His Wife-Brunswick, Georgia,
AND NON-RESIDENTS, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons:
ANDREW ROSS - HENRY ROSS - JOHN LEWIS ROSS - BONNIE S. ROSS;
UNION TRUST COMPANY OF MARYLAND, (A Body Corporate)
Baltimore & St. Paul Streets - Baltimore, Maryland
FIRST NATIONAL BANK OF BALTIMORE, (A Body Corporate)
Light & Redwood Sts., Baltimore, Maryland
AND all persons claiming or having any interest in 2 tracts of land containing 2.5 acres and 3 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated March 21, 1944, in Liber JHH 301, folio 493, from Joseph H. Pepper, et al to Tivis Bell and Elsie Bell, His Wife. RESPONDENTS

. . . . . .

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that service has been made upon the defendants as required by law or rule of court, and that an Affidavit has been filed in this cause by Frankie Wilson, Attorney, to the effect that all of the defendants have been notified by certified mail and by Order of Publication and that the Order of Publication heretofor issued has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and the defendants having failed to appear, either in person or by solicitor, and answer the Bill of Complaint against them.

IT IS, THEREFORE, This 21st day of June, 1961, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the said Bill of Complaint be, and the same is hereby taken pro confesso against said defendants.

D. Bowie Duckett

JUDGE

FILED

1961 JUN 21 PM 2:21

26.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 14,246

LIBER 191 PAGE 505

TIVIS BELL AND ELSIE BELL, HIS WIFE, COMPLAINANTS
VS
DAVID SCARLETT ROSS, Unmarried, Deceased; His Heirs:
MARY L. ROSS, Unmarried, and JOSEPH H. ROSS AND GERTRUDE ROSS,
His Wife - Jacksonville, Florida and
MARGARET ROSS and ANDREW ROSS, Junior, and
LEO ROSS, and LOIS ROSS, His Wife - Brunswick, Georgia,
AND NON-RESIDENTS, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons:
ANDREW ROSS - HENRY ROSS - JOHN LEWIS ROSS - BONNIE S. ROSS;
UNION TRUST COMPANY OF MARYLAND, (A Body Corporate)
Baltimore & St. Paul Streets - Baltimore, Maryland
FIRST NATIONAL BANK OF BALTIMORE, (A Body Corporate)
Light & Redwood Streets - Baltimore, Maryland
AND all persons claiming or having any interest in 2 tracts of land containing 2.5 acres and 3 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated March 21, 1944, in Liber JHH 301, folio 493, from Joseph H. Pepper, et al to Tivis Bell and Elsie Bell, His Wife. RESPONDENTS

. . . . . .

DECREE

This cause standing ready for hearing and submitted, the proceedings were read and considered, and it appearing that the same has been conducted in compliance with the provisions of Article 81, Sections 69 to 121 of the Annotated Code of Maryland, 1951 Edition,

IT IS THEREUPON this 21st day of July, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all of the rights of redemption of the heirs of David Scarlett Ross, Unmarried, Deceased: Mary L. Ross, Unmarried, and Joseph H. Ross and Gertrude Ross, His Wife; Margaret Ross and Andrew Ross, Junior; Leo Ross and Lois Ross, His Wife; and Non-Residents, respective unknown heirs and personal representatives, et als, and the wife of Andrew Ross, Junior, if any, and unknown heirs, et als, of following deceased persons: Andrew Ross, Henry Ross, John Lewis Ross and Bonnie S. Ross; Union Trust Company of Maryland (A Body Corporate) and First National Bank of Baltimore

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1961 JUL 24 PM 1 41

27

(A Body Corporate), its successors, heirs and assigns, next of kin and all other persons claiming by, through or under them, be barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said properties free of all alienations and dissents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of sale and any public assessments to which the same are subject) is hereby vested in Tivis Bell and Elsie Bell, His Wife, the Complainants herein.

3. That upon payment to the Treasurer of Anne Arundel County, of the taxes, interest and penalties, if any, due on the tracts of land herein mentioned, the said Treasurer shall execute a Deed conveying the aforesaid tracts of land to the Complainants herein.

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

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

Matthew S. Evans

JUDGE

No. 14,507 Equity

IN THE MATTER OF :
AUGUST C. ESSIG,
non compos mentis :

IN THE
CIRCUIT COURT
OF BALTIMORE CITY
A-531-1953 A-33530

LIBER 131 PAGE 507

PETITION FOR APPOINTMENT OF COMMITTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Louis Essig and Bertha E. Bieren, next friends of August C. Essig, by Harvey C. Bickel, solicitor, respectfully represents unto Your Honor:

1. That your Petitioners are the brother and sister respectively of August C. Essig.

2. That your Petitioner, Louis Essig resides at 108 Hilton Avenue, Catonsville, Baltimore 28, Maryland, and your Petitioner, Bertha E. Bieren, resides at 3501 St. Paul Street, Baltimore 18, Maryland.

3. That August C. Essig was admitted as a patient in the Spring Grove State Hospital, Baltimore, Maryland, on January 15, 1953, prior to which time he resided at 5000 Beaufort Avenue, Baltimore, Maryland.

4. That August C. Essig, Petitioners' brother, is suffering from mental disability, that is, psychosis with cerebral arterio sclerosis, and that the nature of such mental disability is episodes of confusion, euphoria and unrealistic planning and misidentification of people, and that the extent and probable duration of the incompetency of the said August C. Essig is total for the exercise of normal judgment and reason in the management of his personal and business affairs and will last for an indefinite period; that the affidavits of Dr. Isadore Tuerk and Dr. Sara E. Bennett, neuropsychiatrists at the Spring Grove State Hospital, are filed herewith marked respectively, Petitioners' Exhibit "A" and "B" and prayed to be taken as part hereof, and that the said August C. Essig is 70 years of age and was never married.

5. That besides your Petitioner's who are the brother and sister respectively of August C. Essig, the said August C. Essig has another sister, Sophia R. Grey, who resides at 5000 Beaufort Avenue, Baltimore,

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1953 JUL 26 AM 10 11

Maryland. LIBER 131 PAGE 508

6. That your Petitioners are informed that August C. Essig has deposits in the Cornerstone Building and Loan Association, Inc., in the amount of $6,921.30, and the Lanvale Building and Loan Association, Inc., in the amount of $2,616.73, and that said deposits read as follows:

"A. C. Essig, in trust for himself, Sophia R. Grey and Bertha E. Bieren, joint owners, subject to the order of A. C. Essig, during his lifetime, balance at the death of any to belong to the survivors and the survivor."

That in addition to the aforesaid deposits your Petitioners are advised that August C. Essig has an account in the Fidelity Trust Company at Howard and Saratoga Street, in the amount of $23.17, that a check in the amount of $240.55 from Raymond R. Tongue Company, Inc., representing commissions is in the possession of your Petitioners, and that monthly payments of $67.30 are paid by the Social Security Administration.

WHEREFORE your Petitioners pray this Honorable Court:

1. That a writ of subpoena be issued directing the Sheriff of Baltimore City to summon August C. Essig, Spring Grove State Hospital, Catonsville, Baltimore, Maryland, within ten days and that a copy of this Petition and Order thereon be left with the said August C. Essig and the Superintendent of Spring Grove State Hospital.

2. That your Petitioners, Louis Essig and Bertha E. Bieren, be appointed Committee of the Estate of August C. Essig with power to take charge of and to manage his property and affairs.

3. That a hearing may be held on or after 15 days from the date of the passage of the Order attached hereto.

4. And for such other and further relief as a nature of their case will require.

AND AS IN DUTY BOUND, ETC.

Harvey C. Bickel-
Solicitor for Petitioners
616 Munsey Building

Louis Essig

Bertha E. Bieren

2

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of September, 1953, before me, the subscriber, a Notary Public in and for the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared Louis Essig and Bertha E. Bieren, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(SEAL PLACE)

Mildred K. Lucas
Notary Public

LIBER 131 PAGE 509

LIBER 131 PAGE 510

O-R-D-E-R

Upon the aforegoing Petition, Affidavit, and Exhibits, it is this 1st day of September, 1953, by the Circuit Court of Baltimore City,

ORDERED that a writ of subpoena be issued and served on August C. Essig, the alleged incompetentmentioned in this Petition, at Spring Grove State Hospital within ten days from date of this Order and at the same time a copy of the summons, Petition, and Order be left with the Superintendent of Spring Grove State Hospital, Catonsville, Baltimore, Maryland.

That the aforegoing Petition be set for hearing on or after 15 days from the date hereof.

That the said August C. Essig may appear and answer at any time before or after any decree shall be passed herein.

Michael J. Manley

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Decree Appointing Committee or Trustee Under Chapter 518, Act 1929.

LIBER 131 PAGE 511

Ex parte:

In the Matter of

AUGUST G. ESSIG, non compos mentis

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

DECREE APPOINTING COMMITTEE OR TRUSTEE UNDER CHAPTER 518, ACTS 1929.

Decree:

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

It is Thereupon, this 22 day of September, 1953, Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore City, That Louis Essig and Bertha E. Bieren be and they are hereby appointed Committee with full power and authority to care for and manage the property of the said August G. Essig and upon proper order of this Court to expend cash for the support and maintenance of the said August G. Essig under the direction of this Court; but before the said Louis Essig and Bertha E. Bieren shall proceed to act as such Committee they shall give a corporate bond to the State of Maryland in the penalty of Ten Thousand ($10,000.00) Dollars with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such Committee.

Joseph R. Byrnes

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IN THE MATTER OF :
AUGUST C. ESSIG
Non Compos Mentis :

IN THE
CIRCUIT COURT
OF BALTIMORE CITY

LIBER 131 PAGE 512

PETITION TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Louis Essig and Bertha E. Bieren, respectfully represents unto your Honor:

1. That your petitioners were appointed committee for August C. Essig by this Honorable Court on September 22, 1953.

2. That among the assets of the said August C. Essig are fee simple lots or parcels of ground, unimproved in the Third Election District of Anne Arundel County, Maryland, laid out and designated as lots numbers Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23), in Section -N- of Riviera Beach with a total frontage of about one hundred (100) feet on Arundel Road, as shown on a plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book, W.N.W. No. 2, folio 13, said lots of ground having been conveyed to August C. Essig by deed dated September 19, 1927 and recorded among the Land Records of Anne Arundel County in liber F.S.R. No. 15, folio 353. A photostatic copy of said deed is filed herewith and prayed to be taken as part hereof, marked Exhibit A.

3. That your petitioners executed a contract for the sale of the aforesaid lots of ground on January 19, 1954, for the sum of $1,000.00 to Harry B. Litchfield, subject to the approval of this Honorable Court. A photostatic copy of said contract is filed herewith and prayed to be taken as part hereof, marked Exhibit B.

4. That in the opinion of your Petitioners because said lots are unimproved and nonproductive it would be for the interest and advantage of the incompetent that the aforesaid lots be sold.

5. That it is necessary for your petitioners to comply with section 140-141, Article 16, of the Annotated Code of Maryland, which requires that an order be passed by this Honorable Court authorizing your petitioners to sell real property and have proof taken as to the

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value, quantity and condition of the property and subsequently to report the sale and have the same confirmed by this Honorable Court.

Wherefore, your petitioners pray that an Order may be passed by this Honorable Court to take the testimony of two (2) real estate brokers before one of the Standing Examiners of this Court to determine the value, quantity and condition of the aforesaid property and file the same in these proceedings.

Louis Essig

Bertha E. Bieren

Committee - Petitioners

Harvey C. Bickel
Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 17 day of March, 1954, before me, the subscriber, a Notary Public in and for the State of Maryland, City of Baltimore aforesaid, personally appeared Louis Essig and made oath in due form of law as to the matters and facts in the aforegoing petition.

Witness my hand and Notarial Seal.

(SEAL PLACE) Simon I. Kemp
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 17th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore aforesaid, personally appeared Bertha E. Bieren, and made oath in due form of law as to the matters and facts in the aforegoing petition.

Witness my hand and Notarial Seal.

(SEAL PLACE) Paul A. Kimmelshue, Jr.
Notary Public

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IN THE MATTER OF AUGUST C. ESSIG, Non Compos Mentis	:	IN THE CIRCUIT COURT OF BALTIMORE CITY

LIBER 131 PAGE 514

DECREE

The Petition of Louis Essig and Bertha E. Bieren, Committee for August C. Essig, Incompetent, filed in this case on March 18, 1954, and the proceedings in connection therewith, were by the Court read and considered and it is thereupon this 12th day of April, 1954, by THE CIRCUIT COURT OF BALTIMORE CITY, ADJUDGED, ORDERED and DECREED that the property mentioned and described in these proceedings situate in Anne Arundel County, being the fee simple property known as lots 20, 21, 22 and 23, Section "N" of Riviera Beach, each lot being unimproved, be sold and that the Contract of Sale of the said property to Harry B. Litchfield dated January 19, 1954, a copy of which said Contract is filed in this cause, be and the same is hereby ratified and confirmed.

AND IT IS FURTHER ORDERED that the said Louis Essig and Bertha E. Bieren, Committee for the said August C. Essig, be and they are hereby authorized and directed to consummate said contract for and on behalf of said Incompetent, and,upon receipt by the said Committee of the purchase price payable under said contract to which the said Incompetent is entitled, said Committee, by a good and sufficient deed to be executed, acknowledged and recorded according to the law, convey to the purchaser under said contract, his heirs and assigns, the property and estate to him sold free, clear and discharged from all claims by the said August C. Essig and those claiming from and under him or any of them, and as soon as convenient after said sale, said Committee shall return to the Court a report of the proceedings in respect thereto and shall bring into this Court the money arising from the sale of said property to be held for the use of the said Incompetent as this Court may direct after deducting the cost of this proceeding and such commissions to said Committee as the Court may think proper to allow in consideration of the skill, attention and fidelity with which they shall appear to have discharged their trusts.

E. Paul Mason

THE ABOVE IS A PROPER DECREE
TO BE PASSED IN THIS CASE.

Samuel J. Fisher
Auditor and Master

LIBER 131 PAGE 515

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Petition for appointment of Committee and Order of Court, Decree, Petition to sell Real Estate and Decree of Court now on file in this office in the cause therein entitled as above, and that the Committee therein named have filed their duly approved bond

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of July A. D., 19 61

Henry J. Ripperger
Clerk.

LIBER 131 FOLIO 510

Velzis Building and Loan Association, Inc.

751 W. Baltimore Street, Balto-1, Md.

Vs.

Clyde H. Wilkins and Leona Wilkins, Wfe.
and
Albert F. Reisfeld and Marian O. Reisfeld Wfe.

Docket 19 Folio 19

Case No. 13,790

Filed

IN THE

CIRCUIT COURT

FOR

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

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 23 day of April A.D. 1959 the defendant s executed and delivered to Velzis Building and Loan Association, Inc.

a mortgage upon certain Fee Simple property in ANNE ARUNDEL ~~BALTIMORE~~ County, therein described, to secure the payment of the mortgage debt of $6500.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

LOT No.82 L CHAMPION FOREST, ANNE ARUNDEL COUNTY

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.

Harold C. Vanderlain

Harold C. Vanderlain
3 E. Lexington Street, Baltimore-2, Maryland

Attorney for Plaintiff

FILED
1960 MAY 13 AM 11:21

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—47

LIBER 131 PAGE 517

Equity No. 12,780

This Mortgage, Made this 23d day of April,

in the year one thousand nine hundred and fifty-nine, between CLYDE H.WILKINS and LEONA WILKINS, his wife, of Anne Arundel County, State of Maryland, and ALBERT F.REISFELD and MARIAN O.REISFELD, his wife,

of the City of Beltimore, in the State of Maryland, Mortgagors, and the

VELZIS BUILDING AND LOAN ASSOCIATION, Inc.,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors,

being members of the said body corporate,

have received therefrom an advance of Sixty-Five Hundred ($6500.00)

Dollars,

on sixty-five (65) shares of stock, 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 Mortgagors

do grant unto Velzis Building and Loan Association, Inc.,

and its successors and assigns, all that lot,

piece or parcel of ground situate and lying in the

at present known as No.

and described as follows: BEING known and designated as Lot No.82-L, as shown on the Plat of "Champion Forest," duly recorded in the Land Records of Anne Arundel County, formerly Plat Book F.S.R.No.5 folio 32, then Cabinet 1 Rod A-9, Plat No5, and now Plat Book No.11 folio 14.

BEING ths same lot of ground and property which by Deed dated June 18, 1952, and recorded in the said Land Records Liber J.H.H.No.692 folio 396, was conveyed by Jenevie Roth and husband to the said Clyde H.Wilkins Leone Wilkins, his wife, where in their names were written as Clyde H. Wilkens and Loena Wilkens, his wife.

The said Albert F.Reisfeld and Marian O.Reisfeld, his wife, uniting herein for the purpose of becoming jointly and severally liable under the covenants and conditions herein contained, and incase of a default and foreclosure and auditor's account showing deficiency, the said Albert F.Reisfeld and Marian O.Reisfeld, his wife, consent to the passage of a decree in personem against them for deficiency.

THIS MORTGAGE shall also secure future advances.

FILED
1960 MAY 13 AM 11:21

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, [illegible] IN FEE SIMPLE, [illegible].

IF, HOWEVER, the said Mortgagor S shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagor s, for themselves, their heirs, executors, administrators and assigns, covenant with the said Velzis Building and Loan Association, Inc., its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five(25¢) cents on each of said sixty-five(65) shares of stock as dues, until the combined payment of dues shall amount to One Hundred ($100.00) Dollars for each of said sixty-five(65) shares, and also to pay weekly, the sum of twelve (12¢) cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of one hundred ($100.00) dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Two Dollars and Ninety-Five cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor s, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns or Velzis, Jr. or Rastenis 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 power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Two Hundred - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagor s. BOOK 1290 PAGE 474

TEST:

Nadas Rastenis
Nadas Rastenis

Clyde H. Wilkins (SEAL)
Clyde H.Wilkins

Leona Wilkins (SEAL)
Leona Wilkins

Albert F. Reisfeld (SEAL)
Albert F.Reisfeld

Marian O. Reisfeld (Seal)
Marian O.Reisfeld

STATE OF MARYLAND, BALTIMORE CITY, SS:

I HEREBY CERTIFY, that on this 23rd day of April, in the year one thousand nine hundred and fifty-nine, , before me, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Clyde H.Wilkins and Leona Wilkins, wife, and Albert F.Reisfeld and Marian O.Reisfeld, his wife, the Mortgagor named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Vincent J.Velzis, President of Velzis Building and Loan Association, Inc., 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.

Nadas Rastenis
Nadas Rastenis - Notary Public

Rec'd for record April 25 1959 at 9:11 A.M. 9.50
Mailed to Nadas Rastenis

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M-3/60

LIBER 131 PAGE 520

Equity No. 13,790

Valzia Building and Loan Association, Inc.

751 W. Baltimore Street, Balto-1, Maryland
Plaintiff

VS.

Clyde H. Wilkins and Leona Wilkins, Wife

Albert F. Reisfeld and Marian O. Reisfeld, Wfe.
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

Docket No. ....., Folio .....

Case No. .....

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, that on the 13 day of May, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (City) personally appeared Harold C. Vanderlain and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

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

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

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

Vincent R. Dempsey
Notary Public

Harold C. Vanderlain
Affiant

VINCENT R. DEMPSEY NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1960 MAY 13 AM 11:21

6

UM—5-59.

Velzis Bldg. and Loan Association, Inc.

751 W. Baltimore Street, Balto-1, Md.

VS.

Clyde H. Wilkins and Leona Wilkins, Wfe.

Albetr F. Reisfeld and Marian O Reisfeld, Wfe.

LIBER 131 PAGE 521
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.
Equity No. 13,790

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Velzis Building and Loan Association, Inc.

under the mortgage from Clyde H. Wilkins and Leona Wilkins, wife; and Albert F. Reisfeld and Marian O. Reisfeld, Wfe.
to Velzis Building and Loan Association, Inc.

dated the 23 day of April, 19 59, and recorded among the Land Records of ~~Baltimore County~~ ANNE ARUNDEL COUNTY in Liber G.T.C. No. 1290 Folio 472

Mortgage Loan		$ 6500.00	
Paid In		$ 365.02	
			$6134.98
Expense Account	Paid In	$ 211.45	
	Paid Out	$ 110.58	$ 100.87
Balance Due on Principle			$ 6034.11
Interest for 25 weeks @ $7.44 -From Nov.26, 1959 to week beginning May 12, 1960			$ 186.00
Fines for 21 weeks @ $1.35 per week			$ 28.35
		TOTAL AMOUNT DUE	~~$ 6248.46~~

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 13th day of May in the year nineteen hundred and sixty, before me, the subscriber a notary public of the State of Maryland, in and for said County of Baltimore, personally appeared Harold C. Vandeloan

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

Laurence R. Lempert
Notary Public

FILED
1960 MAY 13 AM 11:21

7

Decree in Circuit Court for Anne Arundel County.

Velzis Bldg. and Loan Association, Inc.

751 W. Baltimore Street, Balto, Md.

Vs.

Clyde H. Wilkins and Leona Wilkins, wfe.

Albert F. Reisfeld and Marian O Reisfeld, wfe.

DOCKET---------- FOLIO----------

CASE NO. 13790

FILED ----------

IN THE

CIRCUIT COURT

FOR

Anne Arundel COUNTY

----------TERM, 19----

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 14th day of May in the year nineteen hundred and sixty by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Harold C. Vanderlain be and he is hereby appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by mself , and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Sixty Five Hundred Dollars. conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement , inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months. or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee ; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged h is trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1960 MAY 16 AM 9:58

Matthew S. Crane

JUDGE

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Trustee's Bond LIBER 10 | 284 Case 13,790 Equity 1547

KNOW ALL MEN BY THESE PRESENTS: LIBER 131 PAGE 523

THAT WE HAROLD C. VANDERLAIN, 3 East Lexington Street, Baltimore, Maryland as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND FIVE HUNDRED AND 00/100---($6,500.00)--- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 20th day of June in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden HAROLD C. VANDERLAIN by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee in / Foreclosure to sell Property situate at Lot #82 L, Champion Forest, Anne Arundel County, Maryland mentioned in the proceedings in the case of Velzis Building and Loan Association, Inc. 751 West Baltimore Street, Baltimore, Maryland vs. Clyde H. Wilkins and Leona Wilkins, his wife and Albert F. Reisfeld and Marian O. Reisfeld, his wif. now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN HAROLD C. VANDERLAIN 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.

William A. Wilk

Signed, sealed and delivered in the presence of

William A. Wilk

HAROLD C. VANDERLAIN (SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)

D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, sct:

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

1960 JUN 18 AM 11:32 FILED

IN WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 20th day of June, 1960.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: C. A. Sanford
Vice President

ATTEST: H. C. Bertram
Assistant Secretary
H. C. Bertram

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

June 20th, 1960

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

H. C. Bertram
Assistant Secretary
H. C. Bertram

Bond approved this 18th day of June, 1960

George T. Cromwell, Clerk

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E-125 1M 10-59

Case 13790 Equity
Filed 5/13/1960

—IN THE—

LIBER 131 PAGE 524

CIRCUIT COURT

—FOR—

ANNE ARUNDEL

Velzis Building and Loan Assn., Inc.

VS.

Clyde H. Wilkins and Leona Wilkins, wfe.
Albert F. Reisfeld and Marian O. Reisfeld, wfe. ~~BALTIMORE COUNTY~~

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE~~ ANNE ARUNDEL COUNTY:

The Report of Sale of Harold C. Vanderlain, Trustee

Trustee appointed by the decree in the above entitled cause to make sale of R.F.D.#1 Box 381 Orchard Avenue, Fourth Election Dist., Jessups, Anne Arundel County Being Lot 82L Champion Forest, Anne Arundel County

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

an Authorized newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 20 day of June, 1960, at 2:00 o'clock, P.M., attend on the premises and then and there sold

The said Fee Simple Property to the highest bidder whose names are Edwin A. Shipley and Ruth D. Shipley, his wife at and for the price of Six Thousand Six Hundred and Fifty Dollars (6650.00) A,deposit of Five Hundred Dollars was gived by the purchasers.

Harold C. Vanderlain
Harold C. Vanderlain Trustee.

State of Maryland, County of ~~Baltimore~~ Anne Arundel, Sct.

I Hereby Certify, that on this 23 day June, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Harold C. Vanderlain Trustee and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED
1960 JUN 24 PM 3:38

Vincent R. Tempsey ~~J. P.~~
Notary Public

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ORDER NISI

LIBER 131 PAGE 525

VELZIS BUILDING AND LOAN ASSOCIATION, INC.

versus

CLYDE H. WILKINS and LEONA WILKINS, wife
ALBERT F. REISFELD and MARIAN O. REISFELD, wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,790 Equity

Ordered, this 24th day of June, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Harold C. Vanderlain, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of August next.

The report states that the amount of sale was $6,650.00

FILED 1960 JUN 24 PM. 3:38

True Copy,

Clerk.

TEST: Clerk.

(Final Order)

VELZIS BUILDING AND LOAN ASSOCIATION INC.

versus

CLYDE H. WILKINS and LEONA WILKINS, wife
ALBERT F. REISFELD and MARIAN O. REISFELD, wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of August, 1960 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1960 AUG -2 PM 12:09

11

1549

Trustee's Bond ADDITIONAL BOND # 13790 Equity

5/13/60

KNOW ALL MEN BY THESE PRESENTS:

LIBER 131 PAGE 526

LIBER 10 PAGE 297

THAT WE HAROLD C. VANDERLAIN, 3 East Lexington Street, Baltimore, Maryland as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE HUNDRED FIFTY AND 00/100-------($150.00)--------- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 25th day of June in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, the above bounden HAROLD C. VANDERLAIN by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell Property situate at Lot #82 L, Champion Forest, Anne Arundel County, Maryland mentioned in the proceedings in the case of Velzis Building & Loan Association, Inc. 751 West Baltimore Street, Baltimore, Maryland vs. Clyde H. Wilkins and Leona Wilkins, his wife and Albert F. Reisfeld and Marian O. Reisfeld, his wife now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN HAROLD C. VANDERLAIN 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

Harold C. Vanderlain (SEAL)
HAROLD C. VANDERLAIN (SEAL)
INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)
BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

Signed, sealed and delivered in the presence of
William A. Wells

State of Maryland, ~~Baltimore City~~ Anne Arundel County, *sct:*

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

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 25th day of June, 1960

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: C. A. Sanford
Vice President

ATTEST: H. C. Bertram
Assistant Secretary
H. C. Bertram

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

June 25th, 1960

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

FILED JUN 29 AM 10:46

H. C. Bertram
Assistant Secretary

Bond approved this 29th day of June, 1960

George T. Bromwell
Clerk

12

HAROLD C. VANDERLAIN
Solicitor
2 E. Lexington Stree
Baltimore, Md.

Trustee's Sale

Valuable Fee-Simple Dwelling Property

R.F.D. NO. 1. BOX 381. ORCHARD AVENUE, JESSUPS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL CO., MD.

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled Velzis Building and Loan Association vs. Clyde H. Wilkens and Leona Wilkens, His Wife, and Albert Reisfeld and Marian Reisfeld, His Wife, the undersigned Trustee, will sell at public auction, on the premises, on

Monday, June 20, 1960, At 2 P.M. (E. D. S. T.)

All that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland and described as follows:

Being known and designated as Lot No. 82L, Champion Forest, Anne Arundel Co., Md.

Subject to any restrictive covenants and agreements of record, effecting same, if any.

Improvements consist of a ONE-STORY STONE FRAME ALUMINUM SIDING DWELLING.

TERMS OF SALE: Cash. A deposit of $500 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. Taxes, Anne Aundel County Sanitary Charges and other municipal liens and charges to be adjusted to date of sale.

HAROLD C. VANDERLAIN
Trustee
E. T. NEWELL & CO., INC.,
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.
PLaza 2-3580

N 1960 Ju-16

OFFICE F

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.

LIBER 131 PAGE 527

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1960

We hereby certify, that the annexed Trustee's Sale

Clyde H. Wilkins
13790

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of June, 1960. The first insertion being made the 26th day of May, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL -7 PM 1:36 By H. Tilghman

13

OFFICE OF

Maryland Gazette

Published by THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 528

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,790 Equity
Veizis Building and Loan Association, Inc.
versus
Clyde H. Wilkins and
Leona Wilkins, wife
Albert F. Reisfeld and
Marian O. Reisfeld, wife

Ordered, this 24th day of June, 1960, That the sale of the Property in these proceedings mentioned made and reported by Harold C. Vanderlain, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1st day of August, next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of August next.

The report states that the amount of sale was $5,650.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,790.

Clyde H. Wilkins

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

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

14

In the Case of

Velzis Building and Loan Association, Inc.

vs.

Clyde H. Wilkins

and

Leona Wilkins, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 13,790 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

November 3, 1960

FILED

1960 NOV 15 AM 8:57

Dr. Velzis Building and Loan Ass'n, Inc., vs. Clyde H. Wilkins and Leona Wilkins, his wife, and Albert Reisfeld and Marian Reisfeld, his wife in ac.

To Trustee for Fee, viz:	200	00		
To Trustee for Commissions, viz:	230	79	430	79
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	13	55		
Indemnity Insurance Co. of North America - bond premiums	27	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	226	25		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Vincent R. Dempsey - notary fees	1	50	362	85
To Trustee for Taxes, viz: 1960 State and County taxes ($87.58) - 5 months 20 days	40	05	40	05
To Velzis Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	5,807	81	5,807	81
			6,693	00
Amount of mortgage claim filed	6,248	46		
Interest @ $7.44 per week from 6/12/60 to 9/12/60 - 18 weeks	133	92		
	6,382	38		
Cr. Amount allowed above	5,807	81		
Balance subject to decree in personam	574	57		

16.

with

Harold C. Vanderlain, Trustee

Cr.

1960				
June	20	Proceeds of Sale	6,650 00	
		Interest on deferred payment of $6,150.00 - 1 month 12 days	43 00	6,693 00
				6,693 00

ORDER NISI LIBER 131 PAGE 532

Velzis Building and Loan Association, Inc.

VERSUS

Clyde H. Wilkins and Leona Wilkins, his wife

and

Albert Reisfeld and Marian Reisfeld, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,790 Equity.

ORDERED, This 15th day of November, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 19th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of December, 19 60, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1960 DEC 20 PM 2:41

D. Boone Duckett

OFFICE OF

Maryland Gazette

Published by LIBER 131 PAGE 533

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COINTY
NO. 13,790 Equity
Velzis Building and Loan Association, Inc.

versus

CLYDE H. WILKINS and LEONA WILKINS, his wife and Albert Reisfield and Marian Reisfield, his wife

Ordered, this 15th day of November, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of DECEMBER NEXT: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk.
D-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 19 60

We hereby certify, that the annexed

Order Nisi Eq. 13,790

Auditor Account

Clyde H. Wilkins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of December, 19 60. The first insertion being made the 17th day of November, 19 60.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 17734 1960 DEC -5 PM 1 By W. Tilghmans

14 19

LIBER

BESSIE BRODSKY
Apartment A
4002 Fordley Road
Baltimore, Maryland

VS.

LOUIS BRODSKY
Brodsky's Modern Trailer Park
Telegraph Road
Severn, Maryland

NO. 16,997 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

: : : : : : : :

BILL OF COMPLAINT FOR ACCOUNTING
AND FOR APPOINTMENT OF A RECEIVER
AND ORDER OF COURT THEREIN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining, says:

FIRST: That the defendant and the plaintiff, who are husband and wife, own the following-described properties as tenants by the entireties:

A. All those lots or parcels of land situated in the Fourth Election District of Anne Arundel County, Maryland, consisting of approximately 43.32 acres of land more fully described in a deed to the parties hereto from Noah A. Hillman, et al., Trustees, dated July 22, 1952, and recorded among the Land Records of said county in Liber J.H.H. No. 700, folio 195.

B. All those lots or parcels of land and improvements thereon situated in the Fourth Election District of the county aforesaid which are fully described in a deed to the parties hereto from Bessie Boyer and husband dated October 26, 1936, and recorded among said land records in Liber F.S.R. No. 150, folio 456.

C. All those lots of land and improvements thereon situated in the Fourth Election District of Anne Arundel County aforesaid, which are fully described in a deed to the parties hereto from John S. Chaney and wife, dated October 14, 1940, and recorded among said land records in Liber J.H.H. No. 227, folio 320.

D. All those lots or parcels of land and improvements thereon, situated in Odenton, Fourth Election District of Anne Arundel County aforesaid, which are fully described in a deed to the parties hereto from Kenneth H. Fields and wife, dated

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1950 SEP 28 AM 11:35

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

May 16, 1941, and recorded among said land records in Liber J.H.H. No. 221, folio 583.

E. All that lot of land and improvements thereon, situated in Glen Burnie, Fifth Election District of Anne Arundel County aforesaid, which is fully described in a deed to the parties hereto from Max Goldsmith and wife, dated March 12, 1946, and recorded among said land records in Liber J.H.H. No. 354, folio 186.

F. All those lots of land and improvements thereon, situated in Academy, near Odenton, Fourth Election District of Anne Arundel County aforesaid, which are fully described in a deed to the parties hereto from Ludlow W. Cutter and wife, dated February 21, 1949, and recorded among said land records in Liber J.H.H. No. 512, folio 88.

G. All that lot of land and improvements thereon, located at Academy Junction, Odenton, Fourth Election Destrict of Anne Arundel County aforesaid, which is fully described in a deed to the parties hereto from Russell Lee Taylor and wife, dated November 18, 1949, and recorded among said land records in Liber J.H.H. No. 547, folio 180.

H. All those lots or parcels of land and improvements thereon, located at Belle Grove Road and Old Annapolis Road in the Fifth Election District of Anne Arundel County aforesaid, which are fully described in two deeds to the parties hereto from William G. Koch, dated May 24, 1951, and June 17, 1954, and recorded among said land records in Liber J.H.H. No. 639, folio 374, and Liber J.H.H. No. 865, folio 67, respectively.

I. All that lot of land and improvements thereon, situated in the Fourth Election District of Anne Arundel County aforesaid, which is more fully described in a deed to the parties hereto from Lucy S. Holladay, dated July 3, 1934, and recorded among said land records in Liber W.M.B. No. 127, folio 447.

SECOND: That for many years, the parties hereto, as copartners or joint venturers, have been and are conducting a trailer park business venture on the property mentioned and described in subparagraph A of Paragraph One above, each being entitled to an equal share of the rents and profits arising therefrom; and the properties mentioned and described in subparagraphs B through I inclusive of Paragraph One above have been and are being rented to various tenants, with each of the parties hereto being

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

entitled to an equal share of the rents and profits arising therefrom.

THIRD: That the defendant has been and is now collecting and receiving all of the rents, profits and income from the aforementioned business venture and the rental properties aforesaid and is not accounting to the plaintiff for any part of the same. The exact amounts of such rents, profits and income being collected and received by the defendant are unknown to the plaintiff, but upon the basis of receipts for previous years, as disclosed by income tax returns filed by the parties jointly, the plaintiff believes and avers that the income being derived from said business venture is in excess of $2,000.00 per month over and above all sums necessary for repairs and maintenance, and that the rents and profits derived from said rental properties are in excess of $1,500.00 per month.

FOURTH: That in addition to the properties hereinabove mentioned and described, the parties hereto, as tenants by the entireties, are the holders of a certain mortgage to them from Odenton Development Corporation, dated October 10, 1959, and recorded among said land records in Liber G.T.C. No. 1340, folio 80, by virtue of which the mortgagor is obligated to pay the sum of $1,000.00 per year on the principal and interest thereon semiannually; and the plaintiff avers that the defendant is collecting and receiving the sums due thereunder without accounting to her for any portion thereof.

FIFTH: That the rents, profits and income from the joint business venture and the rental properties aforesaid, together with other sums derived from sales of property previously held by the parties as tenants by the entireties, have been deposited in various bank accounts and savings accounts, including a checking account with the County Trust Company of Glen Burnie,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3

savings accounts Nos. S-6356, S-7659, and S-8162 with the United Federal Savings and Loan Association of Glen Burnie, and accounts Nos. 98042 and 98043 with the Loyola Federal Savings and Loan Association in Baltimore City. The plaintiff further avers that although some of said accounts are in the joint names of the parties hereto and others are in the individual names of each of the parties, all of the amounts deposited in each of said accounts is the joint property of both of the parties hereto, with each party being entitled to an equal share thereof, since the only source of income for either the plaintiff or the defendant is and has been the rents and profits derived from joint business ventures and jointly owned property as aforesaid.

SIXTH: That the defendant has taken possession of all of the bank books representing sums deposited as aforesaid, thereby assuming control of the same to the exclusion of the plaintiff, without accounting to her for any part of the same. The exact amount of the funds so deposited is unknown to the plaintiff, but she believes and therefore avers that the total thereof is in excess of $42,000.00.

SEVENTH: The plaintiff is advised and believes and therefore avers that she is entitled to a full and complete accounting from the defendant of all rents, profits and income collected and received by the defendant from their joint business venture and arising out of their jointly owned property, including the funds deposited in bank accounts and savings accounts as aforesaid; and she further believes and avers that such accounting will disclose that the defendant has been and is managing such business venture, property and funds in such an improper, fraudulent and wasteful manner that the appointment of a receiver will be necessary to preserve and protect her rights and interests therein.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

WHEREFORE YOUR ORATRIX PRAYS:

A. That the defendant be required to account to the plaintiff for all rents, profits and income collected and received by him from the aforementioned joint business venture and from the above described property owned by the parties as tenants by the entireties, including the funds deposited in bank accounts and savings accounts in the names of each of the parties and in their joint names.

B. That the plaintiff be awarded a monetary decree for any sums found to be due from the defendant to the plaintiff as a result of said accounting.

C. That a receiver be appointed to manage the aforementioned properties owned by the parties as tenants by the entireties under the supervision and control of this Court.

D. And for such other and further relief as the nature of her cause may require.

AND AS IN DUTY BOUND, ETC.

Bessie Brodsky

Bessie Brodsky, Plaintiff

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitor for Plaintiff

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Bessie Brodsky, the above-named plaintiff, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Norma R Ford
Notary Public

ORDER

Upon the foregoing bill of complaint and affidavit, it is this 29th day of September 1960, by the Circuit Court for Anne Arundel County, in Equity, ordered that the defendant show cause, if any he may have, on or before the 20th day of October, 1960, why he should not be required to render an accounting to the plaintiff concerning the matters mentioned in the bill of complaint and why a receiver should not be appointed as therein prayed, provided a copy of said bill of complaint and this order be served upon the defendant on or before the 10th day of October, 1960.

Matthew L. Evans
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 SEP 29 PM 3:39

BESSIE BRODSKY * NO. 13,997 EQUITY
Apartment A
4002 Fordley Road
Baltimore, Maryland IN THE CIRCUIT COURT

VS. *

FOR LIBER 131 PAGE 540

LOUIS BRODSKY
Brodsky's Modern Trailer Park
Telegraph Road ANNE ARUNDEL COUNTY
Severn, Maryland *

* * *

ANSWER TO BILL OF COMPLAINT FOR
ACCOUNTING AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Respondent by his Solicitor, Samuel Schenker, answers the Bill of Complaint as follows:

1. That he admits the allegations of paragraph one.

2. That the Respondent is conducting the trailer park business referred to in the second paragraph.

3. That the Respondent acknowledges that the Plaintiff is entitled to a full accounting of the profits and incomes from the various rentals and that the monies received therefrom are jointly the property of the Plaintiff and Respondent.

4. That he admits the allegations of paragraph four but contends that the Plaintiff has had full access to the books and records relating to the said mortgage and all other papers relating to their joint ventures.

5. That he acknowledges that various bank records and savings accounts are the joint possessions of the parties of this clause regardless of the names in which they are held.

6. The Respondent acknowledges that he has possession of some of the bank books.

7. That the Respondent admits that the Plaintiff is entitled to a full and complete accounting of all records and monies, but contends that the business has been managed in the best and most effective financial manner bringing in a most substantial return to the benefit of both of the parties and that the appointment of a receiver would be unwarranted.

WHEREFORE, having answered the Bill of Complaint and Order of Court as fully as he is advised is necessary, your Respondent prays that the same may be dismissed with costs.

FILED
1960 OCT 14 AM 3:19

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

7

AND as in duty bound, etc.

Samuel Schenker
Solicitor for Respondent
180 Main Street
Annapolis, Maryland
Colonial 3-2354

Louis Brodsky

I hereby certify that on this 14 day of October, 1960, a copy of the foregoing Answer was mailed to Albert J. Goodman, Solicitor for Plaintiff, 156 South Street, Annapolis, Maryland.

Samuel Schenker

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

LIBER 131 PAGE 542

BESSIE BRODSKY	:	NO. 13,997 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
LOUIS BRODSKY	:	ANNE ARUNDEL COUNTY

: : : : : : :

MOTION FOR SUMMARY JUDGMENT
AND ORDER OF COURT THEREON

The plaintiff, Bessie Brodsky, by Albert J. Goodman, her solicitor, moves for summary judgment in her favor on the issue of the defendant's liability to render an accounting as prayed in the bill of complaint, and prays the Court to enter an interlocutory decree for such accounting and, as grounds for said motion, says:

1. That there is no genuine dispute as to any material fact relating to said issue.

2. That the defendant, in his answer to the bill of complaint, has admitted all of the material allegations pertaining to plaintiff's right to require such accounting.

3. That the defendant, in his answer to the bill of complaint, has specifically admitted that the plaintiff is entitled to a full and complete accounting of all records and moneys as alleged by her.

4. That upon the basis of said bill and answer, the plaintiff is entitled to such decree for an accounting as a matter of law, in accordance with Maryland Rule 610 d.

Albert J. Goodman
Solicitor for Plaintiff

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1960 OCT 21 AM 11:32

9

The plaintiff respectfully requests the Court to set the foregoing motion for summary judgment for hearing.

Albert J. Goodman
Solicitor for Plaintiff

ORDER

Ordered this 24th day of Oct., 1960, by the Circuit Court for Anne Arundel County that a hearing will be held in this Court on the foregoing motion for summary judgment at 10 a.m. on the 1st day of Nov., 1960; provided a copy of said motion and this order be served upon the solicitor of record for the defendant on or before the 28th day of Oct, 1960.

Matthew S. Evans
Judge

I hereby certify that on the 25th day of October, 1960, I mailed a true copy of the foregoing motion and order to Samuel Schenker, solicitor for the defendant, 180 Main Street, Annapolis, Maryland.

Albert Goodman
per Norma C. Fox Solicitor for Plaintiff

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 OCT 25 AM 9:40

10

LIBER 131 PAGE 544

BESSIE BRODSKY	:	NO. 13,997 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
LOUIS BRODSKY	:	ANNE ARUNDEL COUNTY

: : : : : : : :

CONSENT TO PASSAGE OF INTERLOCUTORY DECREE

Counsel for the plaintiff and defendant in the above-entitled case hereby consent to the passage of the interlocutory decree attached hereto.

Albert J. Goodman
Solicitor for Plaintiff

Samuel Schenk
Solicitor for Defendant

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1960 OCT 27 AM 10:51

11

LIBER 131 PAGE 545

BESSIE BRODSKY	:	NO. 13,997 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
LOUIS BRODSKY	:	ANNE ARUNDEL COUNTY

: : : : : : :

INTERLOCUTORY DECREE

THIS CAUSE, standing ready for hearing and being submitted upon the plaintiff's motion for summary judgment upon the issue of the defendant's liability to render an accounting as prayed in the bill of complaint, counsel were heard and the proceedings read and considered.

IT IS THEREUPON, this 27th day of October, 1960, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

1. THAT the parties account with each other of and concerning the matters in the proceedings mentioned.

2. THAT this cause be, and the same is hereby, referred to Raymond M. Wheat, certified public accountant, of Annapolis, Maryland, who is hereby appointed as special auditor for the Court, to take and state an account of all dealings and transactions between the parties to this cause as mentioned in these proceedings, including the trailer park business and rental properties mentioned and described herein, and all bank accounts in the names of either or both of said parties in which any moneys arising out of such dealings and transactions are deposited; said special auditor, before entering upon the duties of this appointment, to take the oath prescribed by Article 16, Section 6, of the Annotated Code of Maryland (1957 Edition).

FILED

1960 OCT 28 AM 9:34

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12a

3. THAT the parties hereto are hereby ordered and directed to produce before said special auditor all books, papers and writings in their custody or under their control relating to said matters and are to be examined on interrogatories or otherwise as said special auditor shall direct.

4. THAT said special auditor is to state his account from the pleadings in the case and such proofs, if any, as the parties may produce before him and make all just allowances to the parties as between themselves and to decide what, on the balance of said account, is due from either party to the other; said special auditor being at liberty to state and report any special circumstances as well as his reasons for allowing or disallowing any allowances which may be claimed.

5. THAT the question of costs, as well as all other questions, including the nature of the parties' relationship with respect to said trailer park business and their respective interests therein, are reserved until the presentation of the report and hearing for further directions.

William S. Yeatman
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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WHEAT & MULLEN
CERTIFIED PUBLIC ACCOUNTANTS
8 WEST STREET — COLONIAL 3-2666
ANNAPOLIS, MARYLAND

LIBER 131 PAGE 541

BESSIE BRODSKY
VS
LOUIS BRODSKY

No. 13,997 Equity in the Circuit Court for Anne Arundel County

SPECIAL AUDITOR'S REPORT

Having been appointed special auditor in the above proceeding and having taken the oath prescribed by Article 16 Section 6, of the Annotated Code of Maryland (1957 Edition) I present my findings below.

1. Attached are the following Exhibits and Schedules:

a. Exhibit "A" - Schedule of Assets
b. Exhibit "B" - Statement of Income - Trailer Park and Rental Property
c. Schedule 1 - Schedule of Expenses - Trailer Park

2. No values have been assigned to the residence, trailer park, rental properties or automobile because it is this auditor's opinion that if there is a dispute as to their division, their proper value can only be determined by a competent appraiser.

3. In order to accomplish an even division of the bank accounts at September 30, 1960, Mr. Brodsky should transfer $19,530.69 to Mrs. Broadsky. It should be noted that the receipts shown on Exhibit "B" as well as various items of interest income have been deposited in the various bank accounts.

4. It is my understanding that the parties do not agree that the income from trailer park is partnership income or a joint venture between Mr. and Mrs. Brodsky.

I call to the Court's attention that there is no written partnership agreement. However, joint income tax returns were filed from 1956 thru 1959 in which 50% of the trailer park profits were allocated to Mrs. Bessie Brodsky on Federal Form 1040, Schedule SE, which schedule is used to compute Social Security Self-Employment Tax. The schedules for both Mr. Louis Brodsky and Mrs. Bessie Brodsky have the following statements typed on the returns:

'Louis Brodsky (One-half ownership with wife)'

'Bessie Brodsky (One-half ownership with husband)'

The trailer park bank account at the County Trust Company of Glen Burnie was in joint names from the inception of the business in June of 1956 until September 20, 1960, at which time Mrs. Bessie Brodsky's name was removed from the account.

5. Mr. Brodsky has entered into an agreement dated November 4, 1960 for a new septic system to be installed at the trailer park at a cost of $11,700.00.

6. Mr. Brodsky has also entered into a verbal contract with Reliable Contracting Company in the amount of $3,900.00 for black topping of ditches.

7. I have been informed by Mr. Brodsky that his son-in-law is renting a store in Glen Burnie owned by he and his wife for $125.00 per month, whereas he has been offered $375.00 per month.

RAYMOND M. WHEAT

Raymond M. Wheat

Special Auditor

RMW:lf

Enc.

EXHIBIT "A"

LIBER 131 PAGE 549

BESSIE AND LOUIS BRODSKY
SCHEDULE OF ASSETS
SEPTEMBER 30, 1960

ASSETS

Residence		
Trailer Park		
Rental Properties		
Automobile		
Mortgage Receivable		$ 18,744.00
Bank Accounts - Louis Brodsky		
County Trust Co. of Glen Burnie	$ 6,010.81	
Loyola Federal Savings & Loan - 102109	10,577.40	
United Federal Savings & Loan - 11163	5,859.12	
United Federal Savings & Loan - 11111	5,000.00	
United Federal Savings & Loan - 8162	5,744.93	
Loyola Federal Savings & Loan - 98043	6,346.44	
		39,538.70
Bank Account - Bessie Brodsky		
United Federal Savings & Loan - 7059		477.33

LIABILITIES

See Comments # 5 and # 6.

EXHIBIT "B"

LIBER 131 PAGE 550

BESSIE AND LOUIS BRODSKY
STATEMENT OF INCOME - TRAILER PARK
AND RENTAL PROPERTIES
FOR THE PERIOD JANUARY 1 THRU SEPTEMBER 30, 1960

INCOME:		
Rental Properties		$ 14,890.00
Less Expenses:		
Taxes	$ 1,839.67	
Repairs and Maintenance	1,112.91	
Insurance	307.40	
Auto Expense - 75%	435.66	
Home Phone - 50%	40.90	
Depreciation - Auto - 75%	475.08	
Properties	4,266.14	8,477.76
Net Profit - Rental Properties		$ 6,412.24
Trailer Park	$ 35,359.14	
Less Expenses per Schedule 1	16,145.98	
Net Profit - Trailer Park		19,213.16
Total Business Income		$ 25,625.40

SCHEDULE 1

LIBER 131 PAGE 551

BESSIE AND LOUIS BRODSKY
SCHEDULE OF EXPENSES - TRAILER PARK
FOR THE PERIOD JANUARY 1 THRU SEPTEMBER 30, 1960

Advertising	$ 62.04
Casual Labor	152.25
Cleaning Office	11.00
Dues and Subscriptions	26.00
Garbage Removal	435.00
Heat, Light and Gas	1,828.16
Insurance	34.00
Legal and Accounting	50.00
Donations	30.00
Office Expense	18.80
Repairs and Maintenance	1,367.60
Seeding	56.00
Payroll Taxes	93.00
Telephone	224.38
Travel	15.00
Wages	1,500.00
Property Taxes	913.10
Bank Service Charges	10.96
Miscellaneous Cash Expenses	416.01
Depreciation	8,902.68
	$ 16,145.98

LIBER 131 PAGE 552

BESSIE BRODSKY	:	NO. 13,997 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
LOUIS BRODSKY	:	ANNE ARUNDEL COUNTY

: : : : : : :

DECREE

THIS CAUSE, coming on for hearing and being submitted, counsel were heard, the proceedings were read and considered, and counsel for the parties to this action have stipulated as to the entry of this decree.

IT IS, THEREFORE, this 17th day of January, 1961, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

1. THAT Samuel Schenker and Albert J. Goodman, both of Anne Arundel County, Maryland, be, and they are hereby, appointed receivers of the real estate owned by the parties hereto as tenants by the entireties, the trailer park business mentioned and described in these proceedings, the mortgage payable to the parties hereto as mentioned and described in the bill of complaint, all bank accounts in the names of either or both of the parties hereto, and all other assets and properties owned by the parties hereto jointly, in common, as tenants by the entireties or as tenants in partnership; and the said receivers are hereby authorized, directed and empowered to receive, recover and take complete, entire and exclusive possession of the same; and the parties hereto and each of them are hereby directed and ordered to deliver to said receivers all deeds and other indicia of ownership of said properties and assets, all current written

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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leases of any of said properties, all books, files, papers and records of said trailer park business, and all bank deposits in the names of either or both of them.

2. THAT the parties hereto, and each of them, his, her or their agents, servants and employees, are hereby restrained and enjoined from selling, transferring, assigning or removing any of the above-described properties and assets for which said receivers are appointed, and in any manner encumbering, disposing of or intermeddling with said properties and assets except to deliver and transfer the same to the receivers.

3. THAT said receivers shall continue the operation of said trailer park business and are hereby authorized to employ agents, servants and employees necessary for the continued operation of the same.

4. THAT said receivers are hereby authorized to employ Louis M. Strauss and Theodore G. Bloom as attorneys and to pay the reasonable value of their services, to be fixed by the Court upon application therefor, out of the rents and revenues derived from the properties and assets for which said receivers are appointed.

5. THAT the tenants and occupants, and any and all persons in possession of any of the real estate of the parties hereto of which said receivers have been appointed, are hereby directed to attorn as such tenants or occupants to said receivers and pay over to such receivers all rents of such properties which are now or may hereafter become due.

6. THAT said receivers are hereby authorized and empowered to renew existing leases of properties for which they are appointed and to make new leases from time to time for the best rental and upon the best terms obtainable; to pay taxes and charges upon all properties for which

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

they are appointed; and to make such repairs as may be necessary to preserve said properties.

7. THAT said receivers are authorized and empowered to distribute equally to each of the parties hereto periodically, but no less frequently than monthly, such portions of the rents, receipts, income and usufructs from the properties for which they are appointed, as in their judgment and discretion will not jeopardize the continued operation of the trailer park business and the proper maintenance of the properties entrusted to them.

8. THAT before assuming the powers, duties, status and functions of said office, said receivers shall first file with the Clerk of the Court a bond to be approved by said clerk in the penalty of $50,000, conditioned for the faithful performance of their duties as such receivers.

J. Barris Duckett
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Great American Insurance Company New York

Bond No. 8062012

LIBER 131 PAGE 555

RECEIVER'S BOND

LIBER 10 PAGE 487

Bessie Brodsky

Vs.

Louis Brodsky

In the Circuit Court for Anne Arundel County

Equity No. 13,997

KNOW ALL MEN BY THESE PRESENTS, that we, Samuel Schenker and Albert Jerome Goodman, as Principals, 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 FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00), current money, to be paid to the 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED and dated this 23rd day of January in the year of our Lord Nineteen Hundred and Sixty-One.

WHEREAS, by an Order of the Circuit Court for Anne Arundel County, Maryland, bearing date on the 17th day of January, 1961, and passed in a cause in said Court entitled Bessie Brodsky vs. Louis Brodsky, in Equity No. 13,997, the above bounden Samuel Schenker and Albert Jerome Goodman have been appointed Receivers, with power and authority as therein provided which said cause is now pending in said Court.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Samuel Schenker and Albert Jerome Goodman do and shall well and faithfully perform the trust in them reposed by said order of appointment, or which may be reposed in them by said Order of Court, or any other order or decree in said cause, then the obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Louis Hyatt

Robert C. Lundquist

Samuel Schenker (Seal)

Albert J. Goodman (Seal)

GREAT AMERICAN INSURANCE CO.

BY: _____
Attorney-in-Fact

Bond approved this 24 day of January, 1961

George T. Cromwell, Clerk

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LIBER 131 PAGE 556

BESSIE BRODSKY	:	NO. 13,997 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
LOUIS BRODSKY	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION TO RELEASE REAL ESTATE
FROM RECEIVERSHIP
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION of Samuel Schenker and Albert J. Goodman, Receivers, by Theodore G. Bloom and Louis M. Strauss, their solicitors, respectfully represents unto Your Honors:

FIRST: That by a decree passed in these proceedings on January 17, 1961, your petitioners were appointed receivers of certain properties owned by Louis Brodsky and Bessie Brodsky, including the real estate hereinafter mentioned, and were authorized, directed and empowered to receive, recover and take complete, entire and exclusive possession of said properties, as reference to said decree will disclose.

SECOND: That thereafter, by deed dated May 15, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1475, folio 78, a certified copy of which is filed herewith as "Receivers' Exhibit A" and prayed to be taken as part hereof, the said Louis Brodsky and Bessie Brodsky conveyed ten parcels of real estate, more particularly described therein, to Samuel Schenker and Albert J. Goodman, Trustees, in special trust and confidence, nevertheless, that said trustees would sell the same in the manner provided in said deed and distribute the nef proceeds therefrom equally between said grantors.

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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THIRD: That the real estate conveyed to said trustees as aforesaid being part of the property subject to the receivership, your petitioners believe and aver that it is necessary and desirable to release said real estate from the operation and effect of said decree passed herein on January 17, 1961, and the receivership thereby created, in order that said trustees may convey clear title to said properties to the purchasers of the same.

WHEREFORE, your petitioners pray that an order may be passed in the premises releasing and discharging the real estate mentioned and described in said deed from Louis Brodsky and Bessie Brodsky to Samuel Schenker and Albert J. Goodman, Trustees, from the operation and effect of the decree heretofore passed in this cause on January 17, 1961, and the receivership thereby created.

AND AS IN DUTY BOUND, ETC.

Samuel Schenker

Albert J. Goodman
Receivers

Theodore G. Bloom

Louis M. Strauss
Solicitors for Receivers

ORDER

UPON the foregoing petition and exhibit, it is this 16th day of June, 1961, by the Circuit Court for Anne Arundel County in Equity

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND.

ordered that the real estate mentioned and described in that certain deed from Louis Brodsky and Bessie Brodsky to Samuel Schenker and Albert J. Goodman, Trustees, dated May 15, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1475, folio 78, be, and the same are hereby, released and discharged from all force and effect of the decree of court heretofore passed in these proceedings on January 17, 1961, and from the receivership established by said decree.

D. Bowie Duckett
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 131 PAGE 559

BOOK 1475 PAGE 78

THIS DEED, made this 15th day of ~~April~~ May, 1961, by and between Louis Brodsky and Bessie Brodsky, his wife, hereinafter called parties of the first part, and Samuel Schenker and Albert J. Goodman, Trustees, hereinafter called parties of the second part.

WHEREAS, the parties of the first part are the owners of the hereinafter described lots of ground and improvements thereon, lying and being in the Fourth and Fifth Election Districts of Anne Arundel County, and two lots of ground and improvements lying in Baltimore County, Maryland, hereinafter enumerated, and

WHEREAS, they have agreed that the parties of the second part, namely, Samuel Schenker and Albert J. Goodman, Trustees, shall sell the property hereinafter described at either private or public sale, and to divide the proceeds arising therefrom in accordance with this deed; and

WHEREAS, in order to carry out the Trust this deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH:

That for and in consideration of the premises and the further sum of Ten (10.00) Dollars, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their successors or assigns, in fee simple, all those lots or parcels of ground lying, being and situate in the Fourth and Fifth Election Districts of Anne Arundel County, and two lots of ground and improvements lying in Baltimore County, Maryland, and more particularly described as follows:

Parcel No. 1: All those lots of ground being in Baltimore County, known and designated as Lots Nos. 17 and 18 on the Plat of Richland, which plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 7, folio 59.

Being the same lots of ground acquired by Louis Brodsky and Bessie Brodsky, his wife, from William J. Freeman and Hazal M. Freeman, his wife, by deed dated September 15, 1952, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2173, folio 236.

Parcel No. 2: All that lot of ground situated in Anne Arundel County, near Odenton, containing 0.91 acres fronting on State Road and backing on Watts Avenue, situate in the Fourth Election District of Anne Arundel County, Maryland.

Receivers Exhibit "A"

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Being the same property acquired by Louis Brodsky and Bessie Brodsky, his wife, from Bessie Boyer and husband, by deed dated October 26, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 150, folio 456.

Parcel No. 3: All those two lots of ground situate at Belle Grove Road and Old Annapolis Road, Fifth Election District of Anne Arundel County, Maryland, described as

Lot containing 0.868 acres, acquired by deed from William G. Koch, Single, to Louis Brodsky and Bessie Brodsky, his wife, dated May 24, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 639, folio 374; and

Parcel No. 4:
All that lot of ground containing 0.233 acres, acquired by deed from William G. Koch, Single, to Louis Brodsky and Bessie Brodsky, his wife, dated June 17, 1954, and recorded in Liber J.H.H. No. 865, folio 67.

Parcel No. 5: All that lot of ground 25 x 150 on Light Street Road, Glen Burnie, acquired by deed from Max Goldsmith and Lena Goldsmith, his wife, to Louis Brodsky and Bessie Brodsky, his wife, dated March 12, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 354, folio 186.

Parcel No. 6: All that lot of ground situate in the Fourth Election District of Anne Arundel County, known as "Old School House Lot" in Odenton, acquired by deed from Lucy S. Holladay, unmarried, to Louis Brodsky and Bessie Brodsky, his wife, dated July 3, 1934, and recorded among the Land Records aforesaid in Liber W.M.B. No. 127, folio 447.

Parcel No. 7: All that lot of ground in Fourth Election District of Anne Arundel County designated as part of Lots 1, 2 and 3, Watts Plat of Odenton, acquired by deed from Kenneth H. Fields and Hazel Fields, his wife, to Louis Brodsky and Bessie Brodsky, his wife, dated May 16, 1941, and recorded among the Land Records aforesaid, in Liber J.H.H. No. 221, folio 583.

Parcel No. 8: All that lot of ground in the Fourth Election District of Anne Arundel County, known and designated as Lots 52 to 60 inclusive and part of Lot 51, Section 11, of Academy in Odenton, acquired by deed from Ludlow W. Cutter and Alice M. Cutter, his wife, to Louis Brodsky and Bessie Brodsky, his wife, dated February 21, 1949, and recorded among the Land Records aforesaid in Liber J.H.H. No. 512, folio 88.

Parcel No. 9: All that lot of ground in the Fourth Election District of Anne Arundel County designated as Lot 60 x 130 in Academy Junction, Odenton, as acquired by deed from Russell Lee Taylor and Virginia Taylor, his wife, to Louis Brodsky and Bessie Brodsky, his wife, dated November 18, 1949, and recorded among the Land Records aforesaid in Liber J.H.H. No. 547, folio 180.

Parcel No. 10: All that lot of ground in the Fourth Election District of Anne Arundel County, containing 4.14 acres, designated as Lots 4 and 5 on plat recorded among the Land Records aforesaid in Liber G.W. No. 22, folio 452, and acquired by deed from John S. Chaney and Anna P. Chaney, his wife, to Louis Brodsky and Bessie Brodsky, his wife, dated October 14, 1940, and recorded among the Land Records in Liber J.H.H. No. 227, folio 320.

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described properties unto and to the proper use and benefit of the said Samuel Schenker and Albert J. Goodman, Trustees, their successors and assigns, in fee simple, in special trust and confidence, nevertheless, that they will advertise the said property for sale at public auction and sell the same either at public or private sale, in their discretion, with or without the approval or affirmation of any Court, and without the purchaser or purchasers being charged with the application of the funds derived therefrom; and the said Trustees are hereby given full discretion to re-divide, re-survey and make sale of said re-divided parts of parcels within their discretion, in the manner aforesaid, to carry out and facilitate the manner of making sale of the properties hereby conveyed to them without risk to any purchaser or purchasers of said sub-divided parcels of land and improvements and without looking to the application of the funds derived therefrom.

They will collect the proceeds arising therefrom which shall be payable as follows:

First, they shall pay whatever expenses are attached to the sale, surveys, advertising, and expenses in connection with making sale thereof to the payment of any mortgages or judgments or improvements loans or liens, if any, or public assessments, if any, including a commission to the Trustees in such amounts as allowed by the Rules of the Circuit Court for Anne Arundel

County, to Trustees making sale of realty, plus any reasonable attorney's fees incurred by said Trustees in preparing sale descriptions or other services necessary to carry out the provisions hereof.

Second, they shall divide the net proceeds equally between the said Louis Brodsky and Bessie Brodsky.

AND the said parties of the first part do hereby covenant that they will Warrant Specially the title to the property herein conveyed and will execute such other and further assurances of the same as may be requisite.

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

Witness:

Samuel Schenker

Norma R. Ford

Louis Brodsky (SEAL)

Bessie Brodsky (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: LIBER 131 PAGE 562-A

I HEREBY CERTIFY, that on this 5th day of April, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis Brodsky, one of the above Grantors, and acknowledged the aforegoing deed to be his act.

Witness my hand and Notarial seal.

Bert E. Schenker, Notary Public

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ to wit:

I HEREBY CERTIFY, that on this 10th day of ~~April~~ May, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county ~~City~~ aforesaid, personally appeared Bessie Brodsky, one of the above Grantors, and she acknowledged the aforegoing deed to be her act.

Witness my hand and Notarial seal.

Norma R. Ford, Notary Public

Filed for record May 16, 1961 at 11:29 A.M.
Mailed to Albert J. Goodman

LIBER 131 PAGE 562-B

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing....DEED.....is truly taken and copied from Liber..G.T.C., No.1475.....folio.78..... 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...15th...day of..JUNE..... A. D., 196.1

George D. Cromwell E.M.

Clerk of the Circuit Court for Anne Arundel County

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LIBER 131 PAGE 563

BESSIE BRODSKY	:	NO. 13,997 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
LOUIS BRODSKY	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION TO TERMINATE RECEIVERSHIP
AND DISCHARGE RECEIVERS,
CONSENT OF RECEIVERS AND COUNSEL THERETO,
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint petition of Bessie Brodsky, plaintiff, and Louis Brodsky, defendant, respectfully represents unto Your Honors:

FIRST: That as reference to these proceedings will disclose, a decree was passed herein on January 17, 1961, pursuant to a stipulation between counsel for the parties hereto, appointing Samuel Schenker and Albert J. Goodman receivers of all assets and properties owned by your petitioners jointly, in common, as tenants by the entireties, and as tenants in partnership, and authorizing said receivers, inter alia, to receive, recover, and take complete and exclusive possession of said properties, and further authorizing them to employ Louis M. Strauss and Theodore G. Bloom as attorneys for said receivers. That the said Samuel Schenker and Albert J. Goodman, having duly qualified as such receivers by filing the requisite bond herein, have assumed and are now performing the duties, obligations, and functions of such office; and the said Louis M. Strauss and Theodore G. Bloom have performed various legal services as attorneys for said receivers.

SECOND: That as further reference to these proceedings will

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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disclose, your petitioners, by deed dated May 15, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1475, folio 78, conveyed certain of their jointly-owned real estate to the said Samuel Schenker and Albert J. Goodman, as trustees, for the purpose of selling the same and dividing the net proceeds arising therefrom between your petitioners; and that by an order passed herein on June 16, 1961, the properties mentioned and described in said deed were released and discharged from the force and effect of the receivership aforesaid.

THIRD: That an audit has recently been made by Raymond S. Wheat, C. P. A., of the receivers' books, records and accounts; and your petitioners are satisfied that the receivers have handled the funds entrusted to them honestly, fairly and conscientiously, with due regard for the rights and needs of your petitioners. A copy of said audit is attached hereto and prayed to be taken as part hereof.

FOURTH: That the differences between your petitioners which gave rise to this proceeding and the appointment of the receivers, as aforesaid, have been resolved and reconciled; and your petitioners now desire that the receivership be terminated, that the receivers be discharged and relieved of further duties herein, and that the funds and properties now in the possession and control of the receivers, as well as the real estate now held by them as trustees, as aforesaid, be transferred, delivered over and reconveyed to your petitioners, after payment of costs, expenses and fees as hereinafter set forth.

FIFTH: That your petitioners hereby waive their right to require the receivers to file any further accounting herein; and they have agreed with said receivers and their said attorneys, as evidenced by the

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

consents annexed hereto, that said receivers be authorized to pay out of the receivership funds a fee to Raymond S. Wheat, C.P.A., in the amount as set by the Court, the amount of his bill being accepted by the Petitioners, a fee to their said attorneys in the amount of $750.00, and a fee to themselves, in lieu of commissions otherwise payable to them as receivers, in the amount of $1,750.00.

WHEREFORE, your petitioners pray that an order be passed in the premises:

A. Terminating said receivership;

B. Authorizing and directing the receivers to pay to Raymond S. Wheat, C.P.A., a fee of $500.00 as compensation for the services rendered by him in this proceeding; a fee of $750.00 to Louis M. Strauss and Theodore G. Bloom as compensation for their services as attorneys for the receivers; and a fee of $1,750.00 to themselves in lieu of commissions;

C. Authorizing and directing said receivers to pay the costs of this proceeding out of the receivership funds;

D. Directing the said Samuel Schenker and Albert J. Goodman, as receivers, to transfer, deliver over, and surrender to your petitioners funds and properties remaining in their possession and control as receivers after payment of the aforementioned costs and fees, and to reconvey to your petitioners the properties now held by them as trustees, as aforesaid.

E. Discharging said receivers from all duties, obligations and functions of said office upon their compliance with the above directives, without obligation to file any further accounting in these proceedings;

F. And granting to your petitioners such other and further

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

relief as the nature of their cause may require.

AND AS IN DUTY BOUND, ETC.

Bessie Brodsky
Bessie Brodsky

Louis Brodsky
Louis Brodsky
Petitioners

CONSENT

The undersigned, receivers and attorneys for receivers pursuant to the decree passed herein on January 17, 1961, do hereby consent to the passage of an order as prayed in the foregoing petition.

Samuel Schenker
Samuel Schenker

Albert J. Goodman
Albert J. Goodman
Receivers

Louis M. Strauss
Louis M. Strauss

Theodore G. Bloom
Theodore G. Bloom
Attorneys for Receivers

ORDER

Upon the foregoing joint petition of the plaintiff and defendant herein, and the consent of the receivers and attorneys for the receivers, said persons being all the parties in interest in these proceedings, it is this 7th day of August, 1961, by the Circuit Court for Anne Arundel County in Equity ordered:

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

1. That the receivership created by the decree passed in this cause on January 17, 1961, be, and the same is hereby, terminated.

2. That Samuel Schenker and Albert J. Goodman, receivers, be and they are hereby, authorized and directed to pay out of the receivership funds remaining in their possession a fee of $500.00 to Raymond S. Wheat, C.P.A.; a fee of $750.00 to Louis M. Strauss and Theodore G. Bloom as attorneys for said receivers; and a fee to themselves in the amount of $1,750.00, which shall be in lieu of any commissions which would otherwise be allowed to them as such receivers.

3. That said receivers be, and they are hereby, authorized and directed to pay the costs of this proceeding out of said receivership funds.

4. That the said Samuel Schenker and Albert J. Goodman be, and they are hereby, authorized and directed to transfer, deliver and surrender over to the said Bessie Brodsky and Louis Brodsky, all funds and properties remaining in their possession and control as such receivers after payment of the fees and costs aforesaid; and they are further directed to reconvey to the said Louis Brodsky and Bessie Brodsky the properties conveyed to them as trustees by the deed dated May 15, 1961, which is mentioned in these proceedings.

5. That upon compliance with the above directives, the said Samuel Schenker and Albert J. Goodman will be discharged and relieved of all further duties as receivers herein, without the necessity of filing any accounting in these proceedings.

Judge

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

FILED
1961 AUG -2 PM 2:52

SOUTHFIELD 6-3400
12 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MARYLAND

COLONIAL 3-2686
P. O. BOX 866
ANNAPOLIS, MARYLAND

WHEAT & MULLEN
CERTIFIED PUBLIC ACCOUNTANTS

LIBER 131 PAGE 568

July 25, 1961

Bessie Brodsky VS Louis Brodsky
No. 13,997 Equity in the
Circuit Court for
Anne Arundel County

Post and summarize Cash Receipts and Cash Disbursements for the 10 month period ended September 30, 1960 and for the 7 month period ended April 30, 1961.	
Reconcile two business and one trustee checking accounts for the two periods.	
Reconcile eight savings accounts.	
Prepare financial statements.	
Senior partner's time 23½ hours @ $15.00	$ 352 50
Senior accountant's time 37 3/4 hours @ $7.00	264 25
Clerical time 13¼ hours @ $5.00	66 25
	$ 683 00
By agreement with Mr. and Mrs. Brodsky, reduced to	$ 500 00

3.91

LIBER 131 PAGE 569

WHEAT & MULLEN
CERTIFIED PUBLIC ACCOUNTANTS
8 WEST STREET — COLONIAL 3-2666
ANNAPOLIS, MARYLAND

BESSIE BRODSKY
VS
LOUIS BRODSKY

No. 13,997 Equity in the Circuit Court for Anne Arundel County

SPECIAL AUDITOR'S REPORT

Having been appointed special auditor in the above proceeding and having taken the oath prescribed by Article 16 Section 6, of the Annotated Code of Maryland (1957 Edition) I present my findings below.

1. Attached are the following Exhibits and Schedule:

a. Exhibit "A" - Schedule of Assets as of April 30, 1961
b. Exhibit "B" - Statement of Income - Trailer Park and Rental Property for the Period 10/1/60 thru 4/30/61
c. Schedule "B-1" - Schedule of Expenses - Trailer Park for the Period 10/1/60 thru 4/30/61
d. Exhibit "C" - Statement of Application of Funds for the Period 10/1/60 thru 4/30/61.

2. No values have been assigned to the trailer park, or automobile because it is this auditor's opinion that if there is a dispute as to their division, their proper value can only be determined by a competent appraiser.

The values assigned to the residence and rental properties were determined by an independent appraisal made by Associated Appraisers Engineers, Inc. of Baltimore, Md.

3. It is my understanding that the parties do not agree that the income from the trailer park is partnership income or a joint venture between Mr. and Mrs. Brodsky.

I call to the Court's attention that there is no written partnership agreement. However, joint income tax returns were filed from 1956 thru 1959 in which 50% of the trailer park profits were allocated to Mrs. Bessie Brodsky on Federal Form 1040, Schedule SE, which schedule is used to compute Social Security Self-Employment Tax. The schedules for both Mr. Louis Brodsky and Mrs. Bessie Brodsky have the following statements typed on the returns:

'Louis Brodsky - (One-half ownership with wife)'

'Bessie Brodsky - (One-half ownership with husband)'

The trailer park bank account at the County Trust Company of Glen Burnie was in joint names from the inception of the business in June of 1956 until September 30, 1960, at which time Mrs. Bessie Brodsky's name was removed from the account.

4. As indicated by Exhibit "C", $11,875.00 was spent for capital improvements to the trailer park.

5. I have been informed by Mr. Brodsky that his son-in-law is renting a store in Glen Burnie owned by he and his wife for $125.00 per month, whereas he has been offered $375.00 per month.

RAYMOND M. WHEAT

Raymond M. Wheat
Special Auditor

RMW:lf

Enc.

37

EXHIBIT "A"

ALBERT J. GOODMAN AND SAMUEL SCHENKER, RECEIVERS
FOR LOUIS BRODSKY AND BESSIE BRODSKY
SCHEDULE OF ASSETS
APRIL 30, 1961

ASSETS

Residence (Appraised Value)		$ 25,500.00
Trailer Park - (Footnote)		
Rental Properties - (Appraised Value)	$200,000.00	
Less - Accumulated Depreciation	2,647.74	197,352.26
Automobile - (Footnote)		
Mortgage Receivable		17,714.00
Bank Accounts -		
County Trust Co. - Receivers Checking Account	$ 188.41	
County Trust Co. - Louis Brodsky - Operating Account	247.15	
Loyola Federal Savings & Loan - #102109	9,771.26	
Loyola Federal Savings & Loan - #98043	6,473.37	16,680.19
		$257,246.45

FOOTNOTE - The appraised value of the Trailer Park and automobile is not available.

38

EXHIBIT "B"

LIBER 131 PAGE 572

ALBERT J. GOODMAN AND SAMUEL SCHETKER, RECEIVERS
FOR LOUIS BRODSKY AND BESSIE BRODSKY
STATEMENT OF INCOME - TRAILER PARK AND RENTAL PROPERTIES
FOR THE PERIOD OCTOBER 1, 1960 THRU APRIL 30, 1961

INCOME:		
Rental Properties		$ 11,158.00
Less Expenses -		
Taxes	$ 1,876.46	
Repairs and Maintenance	1,045.64	
Auto Expense - 75%	271.67	
Home Phone - 50%	14.96	
Depreciation Auto - 75%	352.00	
Depreciation Properties	2,647.74	
Insurance	213.41	6,421.88
NET PROFIT RENTAL PROPERTIES		$ 4,736.12
Trailer Park	$ 29,312.46	
Less - Expenses per Schedule "B-1"	12,414.37	
NET PROFIT TRAILER PARK		16,898.09
INTEREST INCOME:		
Mortgage Interest	$ 532.32	
Savings and Loan Accounts	677.09	1,209.41
CASUALTY LOSSES RECOVERED BY INSURANCE:		
Fire Loss - Laundry Room	$ 99.50	
Claim on Water Line	267.22	366.72
		$ 23,210.34

SCHEDULE "B-1"

LIBER 131 PAGE 573

ALBERT J. GOODMAN AND SAMUEL SCHENKER, RECEIVERS
FOR LOUIS BRODSKY AND BESSIE BRODSKY
SCHEDULE OF EXPENSES - TRAILER PARK
FOR THE PERIOD OCTOBER 1, 1960 THRU APRIL 30, 1961

Advertising	$ 55.00
Cleaning Office	45.00
Donations	5.00
Dues and Subscriptions	22.60
Garbage Removal	300.00
Heat, Light, Water	1,312.72
Insurance	141.27
Office Expense	35.32
Miscellaneous	303.99
Purchase of Coca Cola	181.30
Repairs and Maintenance	1,537.29
Salary	1,500.00
Telephone	169.76
Depreciation	5,893.99
Taxes - Real Property	911.13
	$ 12,414.37

EXHIBIT "C"

ALBERT J. GOODMAN AND SAMUEL SCHENKER, RECEIVERS LIBER 131 PAGE 574
FOR LOUIS BRODSKY AND BESSIE BRODSKY
STATEMENT OF APPLICATION OF FUNDS
FOR THE PERIOD OCTOBER 1, 1960 THRU APRIL 30, 1961

FUNDS WERE PROVIDED FROM:		
Cash Balances on Hand at September 30, 1960 -		
Savings and Checking Accounts	$ 39,538.70	
Savings Account Bessie Brodsky	477.33	$ 40,016.03
Add -		
Profit from Exhibit "B"	$ 23,210.34	
Items not Requiring an Outlay of Cash -		
Depreciation	8,893.73	
Payments Received on Mortgage Receivable	1,030.00	33,134.07
TOTAL FUNDS PROVIDED		$ 73,150.10
FUNDS WERE APPLIED TO:		
Personal Expenses and Distributions	$ 43,671.58	
Capitalized Items Paid for During Current Period	11,875.00	
Home Phone of Louis Brodsky - 50%	14.96	
Personal Portion of Auto Expense - 25%	90.55	
Real Estate Taxes on Personal Residence	496.56	
Legal Expense Due to Decree	279.00	
Unlocated Differences	42.26	
TOTAL FUNDS APPLIED		56,469.91
FUND BALANCE -- APRIL 30, 1961		$ 16,680.19

County Trust Company Receivers Checking Account	$ 188.41	
County Trust Company - Louis Brodsky Operating Account	247.15	
Loyola Federal Savings & Loan - a/c # 102109	9,771.26	
Loyola Federal Savings & Loan - a/c # 98043	6,473.37	
		$ 16,680.19

141

LIBER 131 PAGE 575

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MILTON PARKER
Lothian
Maryland

IN EQUITY

EQUITY NO. 12,898

Plaintiff

vs.

AUGUSTUS TYLER and ELLEN TYLER, his wife, deceased
WALTER TYLER and MATTIE TYLER, his wife,
490 - 47th Street, N. W.
Washington, D. C.
WILLIAM TYLER and GERTRUDE TYLER, his wife,
29 North 62nd Street
Philadelphia, Pennsylvania
ELIZABETH BOND and MELVIN BOND, her husband
c/o Ridges New Farm
Hydes, Maryland
LAURA JAMES and ARTHUR JAMES, her husband,
Apartment 212, 62nd Freemont Street
Jersey City, New Jersey
CORDELIA PARKER, Died intestate in 1956, no administration
and leaving the following heirs at law:
RUTH V. SMITH and WILLIAM SMITH, her husband,
2115 Eye Street, N. E.
Washington, D. C.
MONROE R. PARKER and ANN PARKER, his wife,
Rhode Street
Hartford, Conneticut
HILTON PARKER
Lothian, Maryland
LILLIAN HALL
2115 Eye Street, N. E.
Washington, D. C.
DAVID HALL, her husband,
Address Unknown
WOODROW PARKER and LEOLA PARKER, his wife,
Deale, Maryland
YVONNE WALLACE and ERNEST WALLACE, her husband,
Lothian, Maryland
TYLER PARKER, Single
Lothian, Maryland
ODESSA PARKER, Single
2115 Eye Street, N. E.
Washington, D. C.

And any and all persons, heirs, devisees or other 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:

6.05 acres and 1 Lot, approximately 1.5 acres, as situated at Lothian, Maryland. (Being the residuary real estate in the Estate of Augustus and Ellen Tyler, deceased, by reason of two deeds - G. W. No. 22, folio 251 and G. W. No. 149, folio 173)

Defendants

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1958 OCT -7 PM 3:26

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff, by his attorneys, C. Maurice Weidemeyer and Thomas M. Schifanelli, complaining says:

1. That he is an adult citizen 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).

2. That on October 8, 1956, 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 Certificate of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

> Duplicate Certificate No. 3052 (Now Certificate No. 2810)- 6.05 acres and 1 Lot approximately 1.5 acres, as situated at Lothian, First Election District and assessed to Augustus Tyler.

3. That said Tax Sale Certificate as hereinabove set forth, to wit: Duplicate Certificate No. 3052 (Now No. 2810) dated October 8, 1956, 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 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:

> That the present owners appear to be Walter Tyler, (son) and Mattie Tyler, his wife; Elizabeth Bond (daughter) and Melvin Bond, her husband; William Tyler (son) and Gertrude Tyler, his wife; Laura James (daughter) and Arthur James, her husband;

and Cordelia Parker, (daughter) - all being residual heirs at law in the Estates of Augustus Tyler and Ellen Tyler; the said Augustus Tyler having died intestate May 16, 1927 and the said Ellen Tyler having died intestate in May, 1937, leaving surviving as their only heirs at law, the above named children; the said Augustus Tyler having gained fee simple title to the within parcels of land by reason of two deeds to him by Charles and Catherine Pindell, said two deed being duly recorded among the Land Records of Anne Arundel County in Liber G.W.22, folio 251 and G. W. 149, folio 173. The said Cordelia Parker having died intestate, leaving the following heirs at law, said estate being ... without administration at this time: Ruth V. Smith (daughter) and William Smith, her husband; Monroe R. Parker (son) and Ann Parker, his wife; Hilton Parker (son); Lillian Hall (daughter) and David Hall, her husband; Woodrow Parker (son) and Leola Parker, his wife; Yvonne Wallace (daughter) and Ernest Wallace, her husband; Tyler Parker (son); Odessa Parker (daughter); and Milton G. Parker (son) and Anna R. Parker, his wife.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1956, 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 Plaintiff bid and paid for the aforesaid Tax Sale Certificate the following amount - Bid: $100.00 Price Paid: $27.36

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is $27.36, plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale and costs on the above Certificate.

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 property herein invovled 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.

Milton Parker

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:

MILTON PARKER, being first duly sworn and on oath, deposes and says that he has read the foregoing Bill of Complaint to Foreclose Equity 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.

Milton H. Parker
Milton H. Parker

SUBSCRIBED and SWORN to before me this 9th day of October, 1958.

Mildred P. Brice
Mildred P. Brice - Notary Public

Duplicate of Certificate # 3052

Nº 2810 **CERTIFICATE OF TAX SALE** No. 12,898 County

I, Joseph H. Truscott, Jr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8, 1956, I sold to _____ Milton Parker at public auction for the sum of 100 00/xx Dollars and _____ Cents, of which 27 36/xx Dollars has been paid as a deposit on the property in District 1 described as 6.05 acres + 1 lot Approx 1.5 acres as situated at Parkin

and assessed to Augustus Tyler

LIBER 131 PAGE 500

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 9, 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 19th day of August 1958

Joseph H. Truscott Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19th day of ~~October~~ August, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Truscott, 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,

Lillian A. Carter
Notary Public.

My Commission Expires May 4, 1959

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PLAINTIFF'S EXHIBIT NO. 1

6

C. Maurice Weidemeyer
Thomas M. Schifanelli
Annapolis, Maryland
Attorneys

LIBER 131 PAGE 581

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

MILTON PARKER
Lothian, Maryland

Plaintiff

vs.

IN EQUITY

EQUITY NO. 12898

AUGUSTUS TYLER and ELLEN TYLER, his wife, deceased
WALTER TYLER and MATTIE TYLER, his wife, 490 - 47th Street, N. W. Washington, D. C.
WILLIAM TYLER and GERTRUDE TYLER, his wife, 29 North 62nd Street, Philadelphia, Pennsylvania
ELIZABETH BOND and MELVIN BOND, her husband, c/o Ridges New Farm, Hydes, Maryland
LAURA JAMES and ARTHUR JAMES, her husband, Apartment 212, 62nd Freemont Street, Jersey City, New Jersey
CORDELIA PARKER, Widow, Deceased
RUTH V. SMITH and WILLIAM SMITH, her husband, 2115 Eye Street, N.E., Washington, D. C.
MONROE R. PARKER and ANN PARKER, his wife, Rhode Street, Hartford, Conneticut.
HILTON PARKER, Lothian, Maryland
LILLIAN HALL, 2115 Eye Street, N. E., Washington, D. C.
DAVID HALL, her husband, Address Unknown
WOODROW PARKER and LEOLA PARKER, his wife, Deale, Maryland
YVONNE WALLACE and ERNEST WALLACE, her husband, Lothian, Maryland
TYLER PARKER, Lothian, Maryland
ODESSA PARKER, 2115 Eye Street, N. E., Washington, D. C.

Defendants

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:

Second District - Duplicate Certificate No. 3052 (Now Certificate No. 2810) - 6.05 Acres and 1 Lot, approximately 1.5 Acres, as situated at Lothian, Maryland. (Being the residuary real estate in the Estate of Augustus and Ellen Tyler, deceased, by reason of two deeds - G. W. No. 22, folio 251 and G. W. No. 149, folio 173)

As substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Milton Parker, Plaintiff, on October 8, 1956, for amount in said Certificate hereinafter set forth:

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1958 OCT -7 PM 3:26

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 following described property located in Anne Arundel County, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Milton Parker, 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. 3052 (duplicate) - Now Certificate No. 2810 - 6.05 acres and 1 lot, approximately 1.5 acres, as situated at Lothian, First Election District, and assessed to Augustus Tyler and sold to the Plaintiff for $100.00 of which sum $27.36 has been paid on account.

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 8, 1956.

It is thereupon this 7th day of October, 1958, 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 17th day of December, 1958, next, warning the said Augustus Tyler and Ellen Tyler, his wife, deceased; Walter Tyler and Mattie Tyler, his wife; William Tyler and Gertrude Tyler, his wife; Elizabeth Bond and Melvin Bond, her husband; Laura James and Arthur James, her husband; Cordelia Parker, deceased;

4

Ruth V. Smith and William Smith, her husband; Monroe R. Parker and Ann Parker, his wife; Hilton Parker; Lillian Hall and David Hall, her husband; Woodrow Parker and Leola Parker, his wife; Yvonne Wallace and Ernest Wallace, her husband; Tyler Parker; Odessa Parker; 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 17th day of December, 1958, 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, Milton Parker, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
Annapolis, Md.

In The Circuit Court For Anne Arundel County In Equity No. 12,898

MILTON PARKER
Lothian, Maryland
Plaintiff

VERSUS

AUGUSTUS TYLER and
ELLEN TYLER, his wife,
deceased
WALTER TYLER and
MATTIE TYLER, his wife,
490 - 47th Street, N.W.
Washington, D.C.
WILLIAM TYLER and
GERTUDE TYLER, his wife,
29 North 62nd Street,
Philadelphia, Pennsylvania
ELIZABETH BOND and
MELVIN BOND, her husband,
c/o. Ridges New Farm,
Hydes, Maryland
LAURA JAMES and
ARTHUR JAMES, her husband,
Apartment 212, 82nd Freemont St.,
Jersey City, New Jersey
CORDELIA PARKER, Widow,
Deceased
RUTH V. SMITH and
WILLIAM SMITH, her husband,
211 Eye Street, N.E.,
Washington, D.C.
MONROE R. PARKER and
ANN PARKER, his wife,
Rhode Street,
Hartford, Connecticut
HILTON PARKER,
Lothian, Maryland
LILLIAN HALL,
2115 Eye Street, N.E.,
Washington, D.C.
DAVID HALL, her husband,
Address Unknown
WOODROW PARKER and
LEOLA PARKER, his wife,
Deale, Maryland
YVONNE WALLACE and
ERNEST WALLACE, her husband,
Lothian, Maryland
TYLER PARKER,
Lothian, Maryland
ODESSA PARKER,
2115 Eye Etreet, 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 Anne Arundel County, Maryland, to wit:

Second District—Duplicate Certificate No. 3052 (Now Certificate No. 2810)—6.05 Acres and 1 Lot, approximately 1.5 Acres, as situated at Lothian, Maryland. (Being the residuary real estate in the Estate of Augustus and Ellen Tyler, deceased, by reason of two deeds—G.W. No. 22, folio 251 and G.W. No. 149, folio 173.)

As substantially described in Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Milton Parker, Plaintiff, on October 8, 1956, for amount in said Certificate hereinafter set forth:

Defendants

OFFICE OF

Maryland Gazette

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

LIBER 131 PAGE 584

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1958

We hereby certify, that the annexed Order of Publication Eq. 12,898 Property Milton Parker Augustus Tyler 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 December, 1958. The first insertion being made the 16th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 NOV 13 AM By: H. Tilghman

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 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Milton Parker, 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. 3052 (duplicate) —Now Certificate No. 2810—6.05 acres and 1 lot, approximately 1.5 acres, as situated at Lothian, First Election District, and assessed to Augustus Tyler and sold to the Plaintiff for $100.00 of which sum $27.36 has been paid on account.

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 8, 1956.

It is thereupon this 7th day of October, 1958, 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 17th day of December, 1958, next, warning the said Augutus Tyler and Ellen Tyler, his wife, deceased; Walter Tyler and Mattie Tyler, his wife; William Tyler and Gertrude Tyler, his wife; Elizabeth Bond and Melvin Bond, her husband; Laura James and Arthur James, her husband; Cordelia Parker, deceased; Ruth V. Smith and William Smith, her husband; Monroe R. Parker and Ann Parker, his wife; Hilton Parker; Lillian Hall and David Hall, her husband; Woodrow Parker and Leola Parker, his wife; Yvonne Wallace and Ernest Wallace, her husband; Tyler Parker; Odessa Parker; 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 17th day of December, 1958, 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, Milton Parker, a title free and clear of all encumbrances.

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

LIBER 131 PAGE 585

MILTON PARKER
Lothian, Maryland

Plaintiff

vs.

AUGUSTUS TYLER, et al

Defendants

* IN THE
* CURCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* IN EQUITY NO. 12,898

AFFIDAVIT OF MAILING TO NON RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer and Thomas M. Schifanelli, Attorneys for Milton Parker, the Plaintiff herein, first being duly sworn and on oath depose and say:

That they mailed a copy of the Bill of Complaint and Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants Walter Tyler and Mattie Tyler, William Tyler and Gertrude Tyler, Laura James and Arthur James, Ruth V. Smith and William Smith, Monroe R. Parker and Ann Parker, Lillian Hall, and Odessa Parker, which said letters were mailed on December 30, 1958, as evidenced by the receipts of certified mail attached hereto and made a part hereof.

That the said certified letters mailed to Walter Tyler and Mattie Tyler, and Laura James and Arthur James were returned marked "not in directory" and "unclaimed" respectively.

That the said certified letters mailed to Lillian Hall, Monroe R. Parker and Ann Parker, Ruth V. Smith and William Smith, Odessa Parker, William Tyler and Gertrude Tyler, were received by them or their agents, as indicated by the receipts for said letters filed herewith, and no Answers have been filed herein for them nor has any correspondence been received from them.

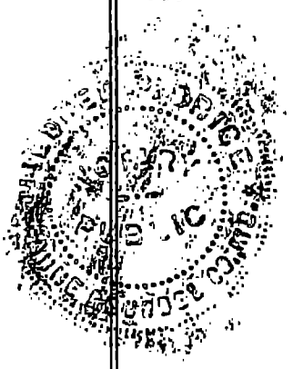
C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli
Thomas M. Schifanelli
Attorneys for Plaintiff
236 Main St.
Annapolis, Maryland

FILED
1959 JAN 21 AM 10:59

SUBSCRIBED and SWORN to before me this 21st day of January, 1959.

Mildred P. Brice
Mildred P. Brice-Notary Public



RECEIPT FOR CERTIFIED MAIL—15¢ No. 436604

SENT TO Monroe R. Parker
Ann Parker
STREET AND NO. Rhode Island
CITY AND STATE Hartford, Connecticut
POSTMARK OR DATE ANNAPOLIS DEC 30 1958 MD.
If you want a return receipt, check which [X] 7¢ shows to whom and when delivered [ ] 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 20¢ fee
POD Form 3800 Mar. 1956 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢ No. 436605

SENT TO Odessa Parker
STREET AND NO. 2115 Eye St., N.E.
CITY AND STATE Washington, D.C.
POSTMARK OR DATE ANNAPOLIS DEC 30 1958 MD.
If you want a return receipt, check which [X] 7¢ shows to whom and when delivered [ ] 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 20¢ fee
POD Form 3800 Mar. 1956 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢ No. 436602

SENT TO Wm Tyler
Gertrude Tyler
STREET AND NO. 39 N. 62nd St.
CITY AND STATE Philadelphia Pa.
POSTMARK OR DATE ANNAPOLIS DEC 30 1958 MD.
If you want a return receipt, check which [X] 7¢ shows to whom and when delivered [ ] 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 20¢ fee
POD Form 3800 Mar. 1958 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢ No. 4458962

SENT TO Ruth V. Smith
William Smith
STREET AND NO. 2115 Eye St. N.E.
CITY AND STATE Washington D.C.
POSTMARK OR DATE ANNAPOLIS DEC 30 1958 MD.
If you want a return receipt, check which [X] 7¢ shows to whom and when delivered [ ] 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 20¢ fee
POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢ No. 436606

SENT TO Lillian Hall
STREET AND NO. 2115 Eye St, N.E.
CITY AND STATE Washington, D.C.
POSTMARK OR DATE ANNAPOLIS DEC 30 1958 MD.
If you want a return receipt, check which [X] 7¢ shows to whom and when delivered [ ] 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 20¢ fee
POD Form 3800 Mar. 1956 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢ No. 436603

SENT TO Walter Tyler
Mattie Tyler
STREET AND NO. 490 - 47th St. N.W.
CITY AND STATE Washington D.C.
POSTMARK OR DATE ANNAPOLIS DEC 30 1958 MD.
If you want a return receipt, check which [X] 7¢ shows to whom and when delivered [ ] 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 20¢ fee
POD Form 3800 Mar. 1958 Replaces previous editions of this form which MAY be used.

RECEIPT FOR CERTIFIED MAIL—15¢ No. 4458961

SENT TO Laura James
Archie James
STREET AND NO. Apt. 212 62nd Fairmount
CITY AND STATE Jersey City, New Jersey
POSTMARK OR DATE ANNAPOLIS DEC 30 1958 MD.
If you want a return receipt, check which [X] 7¢ shows to whom and when delivered [ ] 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here [ ] 20¢ fee
POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

11-AM 1958

DURING JANU

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Lillian Hess

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Alma Parker

DATE DELIVERED

JAN 2 1959

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

296

C35—16—71548-4 GPO

#T-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Alma F. Parker

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

JAN 2 1959

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

296

C35—16—71548-4 GPO

17

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

[illegible]

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 1/2/59

ADDRESS WHERE DELIVERED (only if requested in item #1)

CSS—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Ruth V. Smith

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Odessa Parker

DATE DELIVERED: JAN 2 1959

ADDRESS WHERE DELIVERED (only if requested in item #1): 296

CSS—16—71548-4 GPO

Tyler

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 12-30-58

ADDRESS WHERE DELIVERED (only if requested in item #1): H. Robinson

CSS—16—71548-4 GPO

[illegible]

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

CERTIFIED MAIL
No. 4458961
Return Receipt Requested

ANNAPOLIS, MD. 1958

Laird James
Arthur James
Apartment 12 62nd Freemont Street
Jersey City, New Jersey

1-18

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

CERTIFIED MAIL
No.436603
Return Receipt Requested

ANNAPOLIS, MD. 1958

Walter Tyler
Mattie Tyler
190 - 47th Street, N.W.
Washington, D.C.

Return Receipt Requested

BUILDING DIRECTORY

LIBER 131 PAGE 587

LIBER 131 PAGE 588

MILTON PARKER,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	EQUITY No. 12,898
AUGUSTUS TYLER, et al	:	
Defendants	:	

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 MILTON PARKER, 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 in this proceeding are in the military service.

Milton H Parker
Milton Parker

Subscribed and sworn to before me this 30th day of August, 1960.

Mary Hatcher
Notary Public

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1960 AUG 30 PM 2:48

14

LIBER 131 PAGE 589

MILTON PARKER Lothian Maryland	-	IN THE CIRCUIT COURT FOR
Plaintiff	-	ANNE ARUNDEL COUNTY
vs.	-	IN EQUITY NO. 12, 898
AUGUSTUS TYLER, et al	-	
Defendants	-	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of Publication heretofore issued has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1956, for non-payment of taxes due for the years 1955 and 1956.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Elizabeth Bond and Melvin Bond have been returned served, 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 Hilton Parker, Woodrow Parker, Leola Parker, Yvonne Wallace, Ernest Wallace, and Tyler Parker 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, Walter Tyler, Mattie Tyler, William Tyler, Gertrude Tyler, Laura James, Arthur James, and the heirs at law of Augustus Tyler and Ellen Tyler, and the heirs at law of Cordelia Parker, namely, Ruth V. Smith, William Smith, Monroe R. Parker,

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15

Ann Parker, Lillian Hall, David Hall, and Odessa Parker, being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could appear and file an Answer having now expired, it is, thereupon, this 31st day of August, 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 against the said Defendants, and any and all persons, heirs, devisees, or other 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 as aforesaid to the Plaintiff on the 8th day of October, 1956.

Matthew S. Evans

JUDGE

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LIBER 131 PAGE 591

MILTON PARKER,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	
		EQUITY NO. 12,898
AUGUSTUS TYLER, et al.,	:	
Defendants	:	
	:	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that subpoenas issued out of this Court directed to the defendants Elizabeth Bond and Melvin Bond, having 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 Hilton Parker, Woodrow Parker, Leola Parker, Yvonne Wallace, Ernest Wallace, and Tyler Parker, 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 Walter Tyler, Mattie Tyler, William Tyler, Gertrude Tyler, Laura James, Arthur James, and the heirs at law of Cordelia Parker, namely, Ruth V. Smith, William Smith, Monroe R. Parker, Ann Parker, Lillian Hall, David Hall, and Odessa Parker, being non-residents, or their addresses being unknown, have been duly served by publication.

And it further appearing that a decree pro confesso was entered herein on the first day of September, 1960, against all of the aforesaid defendants hereinabove mentioned, and that none

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of the aforesaid parties against whom the decree pro confesso was entered, have entered their appearance herein or filed an answer in these proceedings or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 9th day of December, 1960,

ADJUDGED, ORDERED and DECREED, that all rights of redemption to the property mentioned herein of the defendants Augustus Tyler, Ellen Tyler, his wife, Walter Tyler and Mattie Tyler, his wife, William Tyler and Gertrude Tyler, his wife, Elizabeth Bond and Melvin Bond, her husband, Laura James and Arthur James, her husband, Cordelia Parker, widow, deceased, Ruth V. Smith and William Smith, her husband, Monroe R. Parker and Ann Parker, his wife, Hilton Parker, Lillian Hall, and David Hall, her husband, Woodrow Parker and Leola Parker, his wife, Yvonne Wallace and Ernest Wallace, her husband, Tyler Parker, and Odessa Parker, and any and all persons having or claiming to have any right, title, or interest 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 8th day of October, 1956, for non-payment of taxes for the years 1955 and 1956, to wit:

> Duplicate Certificate No. 3052 (now Certificate No. 2810)--6.05 acres and 1 lot approximately 1.5 acres, as situated at Lothian, First Election District, and assessed to Augustus Tyler.

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

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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 Milton Parker, Plaintiff in these proceedings, a deed of conveyance to the aforesaid parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any,

AND IT IS FURTHER ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

Frankie Wilson & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT VS Eddie Vesper and Effie Vesper, His Wife, 534 N. Carrollton Ave., Baltimore-23-Md. AND ANY AND ALL PERSONS, IF LIVING, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN HAVING OR CLAIMING TO HAVE AN INTEREST IN LOT #447, PLAT 1, PATAPSCO PARK, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY. RESPONDENTS	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14081

LIBER 1131 PAGE 594

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That on October 13, 1959, Edward M. Dunn, Jr., Treasurer of Anne Arundel County, sold at Public Auction to the Complainant herein, for State and County Taxes then in arrears on the hereinafter described property, in fee simple; said sale having been made under authority conferred upon the said Treasurer as Collector of State and County Taxes under the statutes in such case made and provided.

FIFTH DISTRICT

2. That Tax Sale Certificate #2912 has been issued to the Complainant by Edward M. Dunn, Jr., Treasurer of the county aforesaid, which certificate is filed herewith marked "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof.

3. That the description of the property as the same appears on the Tax Roll of the Treasurer of Anne Arundel County for the Fifth Election District is:

Eddie and Effie Vesper
534 N. Carrollton Ave.
Baltimore-23-Md.

Lot 447-Plat 1-Patapsco Park

BEING the same property which by Deed dated November 13, 1947, and recorded among the Land Records of Anne Arundel County

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in Liber JHH 443, Folio 174, was conveyed by Edward Conway and Grace Conway, His Wife, unto the said Eddie P. Vesper and Effie Vesper, His Wife.

4. That the said property has not been redeemed by any party in interest, although more than one year and a day from the date of the sale of said property has expired, and that this proceeding is brought under the State Law relating to Tax Sale made after the effective date, of the Acts of 1943.

5. That the amount necessary for the redemption of the above mentioned property, as shown on Tax Certificate #2912, is thirty dollars and seventy-nine cents ($30.79), plus all other amounts expended by the Complainant as to said property, under the provisions of Chapter 540 of the Acts of 1943.

6. That the Complainant is entitled to proceed to foreclose all rights of redemption in and to the aforesaid property.

7. That, according to the Equity, Orphans Court, Law and Land Records of Anne Arundel County, the title to said property is vested in the names of the parties listed as Respondents.

8. The Complainant prays for process directed to the above-named Respondents, whose last address is set out in the Tax Records as: 534 N. Carrollton Ave., Baltimore-23-Md.

9. That this Honorable Court pass a Final Decree foreclosing all rights of redemption of the Respondents herein to the aforesaid property.

TO THE END THEREFOR:

A. That this Honorable Court pass a Final Decree foreclosing all rights of redemption of the Respondents herein, in and to the aforesaid property, whereby there will be vested in the Complainant an absolute and indefeasible title to said property, in fee simple, free and clear of all prior and subsequent alienations and dissents and encumbrances, except taxes and other public liens accruing subsequent to the date of the

LIBER 131 PAGE 595

sale and public assessments to which the property is subject.

B. And for such other and further relief as the nature of this case may require.

AND, AS IN DUTY BOUND, ETC.

FRANKIE WILSON & SONS, INC.

By Walton D. Wilson,
Vice President.

Frankie Wilson
Frankie Wilson, Solicitor for Complainant,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Md. (P. O. Box 247)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY, That on this 31ST day of October, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walton D. Wilson, Vice President of Frankie Wilson & Sons, Inc., a body corporate in the State of Maryland, and made oath in due form of law that the matters and facts stated in the Bill of Complaint herein are true, to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

(Page Three)

3.

"COMPLAINANT'S EXHIBIT NO. 1"

Nº 2912 CERTIFICATE OF TAX SALE

LIBER 131 PAGE 597

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 Frankee Nelson Sons Inc at public auction for the sum of 30 79/xx Dollars and ..... Cents, of which 30 79/xx Dollars has been paid as a deposit on the property in District 5 described as Lot 447 Plat 1 as shown on the plat of Patapsco Park

and assessed to Eddie & Effie Vesper.

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 McKenzie
Notary Public.

My Commission Expires Aug 1, 1961

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1960 NOV -5 AM 11:38

4

FRANKIE WILSON,
Attorney-At-Law,
P. O. Box 247,
Glen Burnie, Md.

No. 14,081 Equity

LIBER 131 PAGE 598

Frankie Wilson & Sons, Inc. (A Body Corporate)
25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md., Complainant

VS

Eddie Vesper and Effie Vesper, His Wife,
534 N. Carrollton Ave., Baltimore-23-Md.,
AND any and all persons, if living, their heirs, assigns, personal representatives and next of kin, having or claiming to have an interest in Lot #447, Plat 1, Patapsco Park, Fifth Election District, Anne Arundel County., Respondents

ORDER OF PUBLICATION

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Respondents in the following described property located in Patapsco Park, Fifth Election District, Anne Arundel County, Maryland, described as follows:

BEING known and designated as Lot No. 447, as shown on Plat 1 of Patapsco Park, which plat is recorded among the Land Records of Anne Arundel County, in Liber GW 1, Folio 31.

BEING the same property which by Deed dated November 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 443, Folio 174, was conveyed by Edward Conway and Grace Conway, His Wife, unto the said Eddie P. Vesper and Effie Vesper, His Wife.

BEING ALSO the same lot of ground which was sold on October 13, 1959, by the Treasurer of Anne Arundel County to the above named Complainant under Tax Sale Certificate No. 2912 for the sum of $30.79, wherein said property was described as Lot 447, Plat 1 as shown on the Plat of Patapsco Park.

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

It is thereupon this 5th day of November, 1960, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that notice be

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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 12th day of January, 1961, next, warning the said Eddie Vesper and Effie Vesper, His Wife, and any and all persons having or claiming to have any interest in the above mentioned property and answer the Bill of Complaint, or thereafter a Final Decree will be passed foreclosing all rights of redemption in the property and vesting in the Complainant, Frankie Wilson & Sons, Inc., a title free and clear of all encumbrances.

George T. Cromwell Clerk

6

FRANKIE WILSON
Attorney-At-Law
P. O. Box 247,
Glen Burnie, Mary

NO. 14,081 EQUITY

FRANKIE WILSON & SONS, INC.,
(A Body Corporate)
25 Balto.-Annapolis Blvd., N.W.,
Glen Burnie, Md.,
Complainant

versus

EDDIE VESPER and EFFIE VESPER, His Wife,
534 N. Carrollton Ave., Baltimore 23, M.,
AND any and all persons, if living, their heirs, assigns, personal representatives and next of kin, having or claiming to have an interest in Lot No. 447, Plat 1, Patapsco Park, Fifth Election District, Anne Arundel County,
Respondents

Order Of Publication

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Respondents in the following described property located in Patapsco Park, Fifth Election District, Anne Arundel County, Maryland, described as follows:

BEING known and designated as Lot No. 447, as shown on Plat 1 of Patapsco Park, which plat is recorded among the Land Records of Anne Arundel County, in Liber GW 1, Folio 31.

BEING the same property which by Deed dated November 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 443, Folio 174, was conveyed by Edward Conway and Grace Conway, His Wife, unto the said Eddie P. Vesper and Effie Vesper, His wife.

BEING ALSO the same lot of ground which was sold on October 13, 1959, by the Treasurer of Anne Arundel County to the above named Complainant under Tax Sale Certificate No. 2912 for the sum of $30.79, wherein said property was described as Lot 447, Plat 1 as shown on the Plat of Patapsco Park.

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 aforementioned sale.

No. 1.

It is thereupon this 5th 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 12th day of January, 1961, next, warning the said Eddie Vesper and Effie Vesper, His Wife, and any and all persons having or claiming to have any interest in the above mentioned property and answer the Bill of Complaint, or thereafter a Final Decree will be passed foreclosing all rights of redemption in the property and vesting in the Complainant, Frankie Wilson & Sons, Inc., a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 131 PAGE 600

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1960

We hereby certify, that the annexed

Order of Publication

Eq. 14,081, Property

Eddie Vesper

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1961. The first insertion being made the 1st day of November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 DEC -5 PM 1:38

By H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 14,081

LIBER 131 PAGE 602

Frankie Wilson & Sons, Inc.,
(A Body Corporate),
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland.
COMPLAINANT

VS

Eddie Vesper and Effie Vesper, His Wife - 534 N. Carrollton Ave., Baltimore-23-Md.
AND ANY AND ALL PERSONS, IF LIVING, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN having or claiming to have an interest in Lot 447, Plat 1, Patapsco Park, Fifth Election District, Anne Arundel County,
RESPONDENTS

. . . . . .

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, who being duly sworn according to law, deposed and said, as follows:

1. That she is the Solicitor for the Plaintiff in the above-entitled case.

2. That before filing the Bill of Complaint in the above-entitled case, an effort was made to locate the Defendants by making a personal visit to the address as shown on the Tax Roll of Anne Arundel County, namely, 534 N. Carrollton Ave., Baltimore-23-Md., and inquiry made of several residents in the 500 block N. Carrollton Ave., as to the whereabouts of said Eddie Vesper and Effie Vesper, His Wife.

3. That the Telephone and City Directories of Baltimore City were checked, for the years 1956 to and including the year 1960, in an effort to ascertain the whereabouts of the said two defendants, Eddie Vesper and Effie Vesper, His Wife, and your Affiant knows of no other address for the respondents.

4. That Summons were issued to the aforesaid address of 534 N. Carrollton Ave., Baltimore-23-Md., and returned "non-est."

5. That certified letter #882728, containing copy of the Bill

of Complaint was mailed to the Respondents at 534 N. Carrollton Ave., Baltimore-23-Maryland, and returned marked "Moved - Left no address", which certified letter is filed herewith as Complainant's Exhibit "A".

6. That Order of Publication has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Maryland, as will be seen by Certificate of Publication filed in these proceedings, and that none of the Respondents have appeared or answered.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel

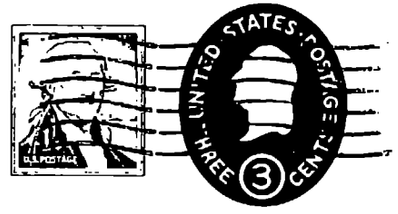
Vivian D. Schaumloeffel, Notary Public

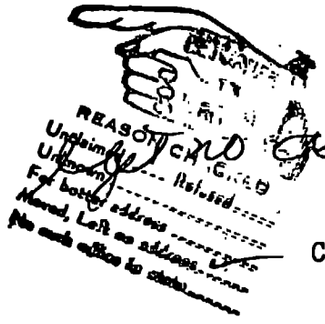
Frankie Wilson

Frankie Wilson, Affiant

FRANKIE WILSON & SONS, INC.
25 Baltimore-Annapolis Blvd., N. W.
GLEN BURNIE, MARYLAND

"EXHIBIT A"





REASON CHECKED
Unclaimed
Unknown
Refused
For better address
Moved, Left no address
No such office in state

Moved No address
2B 2/38

CERTIFIED NO. 882728

Mr. Eddie Vesper,
Mrs. Effie Vesper,
534 N. Carrollton Ave.,
Baltimore-23-Md.

CERTIFIED
Nº 882728
MAIL

LIBER 131 PAGE 603

Aut 10-26-60

LIBER 131 PAGE 604

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 6th 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, Frankie Wilson, Attorney for Frankie Wilson & Sons, Inc., Complainant,

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

each are over the age of being drafted into the U. S. Armed Forces,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 6th day of January , 19 61 .

Vivian D. Schaumloeffel, Notary Public.

My Commission will expire on:
May 1, 1961

Filed,

1961 JAN 11 AM 11:40

10

Frankie Wilson & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT VS	:	LIBER 131 PAGE 605 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14,081
Eddie Vesper and Effie Vesper, His Wife, 534 N. Carrollton Ave., Baltimore-23-Md. AND ANY AND ALL PERSONS, IF LIVING, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN HAVING OR CLAIMING TO HAVE AN INTEREST IN LOT 447, PLAT 1, PATAPSCO PARK, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY. RESPONDENTS	:	

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frankie Wilson & Sons, Inc., by Frankie Wilson, its Attorney, respectfully shows:

1. That certified letter of October 21, 1960, addressed to the Defendants, Eddie Vesper and Effie Vesper, His Wife, was returned "non-est".

2. That the said Eddie Vesper and Effie Vesper, His Wife, having neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to the certificate of publication hereto attached.

WHEREFORE your Petitioner prays that the Bill of Complaint be entered Pro Confesso against said Defendants, Eddie Vesper and Effie Vesper.

Frankie Wilson

Frankie Wilson, Attorney for Complainant,
25 Balto.-Annapolis Blvd.,N.W.
Glen Burnie, Md. (P. O. Box 247)

12

Frankie Wilso & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT VS EDDIE VESPER AND EFFIE VESPER, HIS WIFE, 534 N. Carrollton Ave., Baltimore-23-Md. AND ANY AND ALL PERSONS, IF LIVING, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN HAVING OR CLAIMING TO HAVE AN INTEREST IN LOT 447, PLAT 1, PATAPSCO PARK, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY. RESPONDENTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14,081

LIBER 131 PAGE 606

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that "non-est" has been returned against the defendants, as set forth in paragraph 1 of the above petition, and that an affidavit has been filed in this cause, and that by Order of Publication, it further appearing that the said defendants above mentioned were duly notified by Order of Publication and that the Order of Publication heretofore issued has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and the defendants having failed to appear, either in person or by solicitor, and answer the Bill of Complaint against them.

IT IS, THEREFORE, This 11th day of January 1961, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the said Bill of Complaint be, and the same is hereby taken pro confesso against said defendants.

O. Bowie Duckett

JUDGE

1961 JAN 13 [illegible]

13

Frankie Wil. n & Sons, Inc. (A Body Corporate) 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT VS EDDIE VESPER AND EFFIE VESPER, HIS WIFE, 534 N. Carrollton Ave., Baltimore-23-Md. AND ANY AND ALL PERSONS, IF LIVING, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN HAVING OR CLAIMING TO HAVE AN INTEREST IN LOT 447, PLAT 1, PATAPSCO PARK, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY. RESPONDENTS	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14,081

LIBER 131 PAGE 607

DECREE

This cause standing ready for hearing and submitted, the proceedings were read and considered, and it appearing that the same has been conducted in compliance with the provisions of Article 81, Sections 69 to 121 of the Annotated Code of Maryland, 1951 Edition,

IT IS THEREUPON this 9th day of August 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all of the rights of redemption of Eddie Vesper and Effie Vesper, His Wife, et als, their heirs and assigns, next of kin and all other persons claiming by, through or under them, be barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said property free of all alienations and dissents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of sale and any public assessments to which the same is subject) is hereby vested in Frankie Wilson & Sons, Inc., the Complainant herein.

3. That upon payment to the Treasurer of Anne Arundel County of the taxes, interest and penalties, if any, due on the lot herein mentioned, the said Treasurer shall execute a Deed conveying the

aforesaid lot to the Complainant herein.

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

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

O Bowie Duckett

JUDGE

LIBER 131 PAGE 603

(Page Two)

FILED

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