

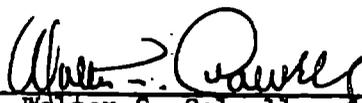
WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
COMLEY SCHULZE, AND : ANNE ARUNDEL COUNTY
BERTHA SCHULZE, HIS WIFE : (In Equity)

7.12.14, 300

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 Comley Schulze and Bertha Schulze, his wife, to Baltimore Federal Savings and Loan Association, dated September 4, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 folio 590.



Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 MAR 28 AM 10:12

This Mortgage, Made this 4th day of September, in the year one thousand, nine hundred and fifty-six, between COMLEY SCHULZE and BERTHA SCHULZE, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTY-SIX HUNDRED and 00/100ths (\$8600.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of SIXTY-ONE and 62/100ths (\$61.62) Dollars, commencing on the first day of November, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 11 (eleven), Block C, as shown on a plat entitled "Second Revised Plat, Bodkin Plains", dated February, 1953 by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954, in Plat Book 25, folio 12.

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

FILED

1961 MAR 28 AM 10:12

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of **Ninety and 00/100ths (\$90.00)** dollars payable half-yearly on the 9th days of February and August in each and every year

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and wind-storm 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 foregoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

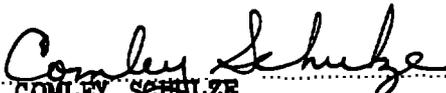
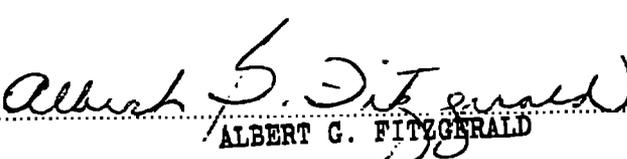
AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of \$100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS:

{	 COMLEY SCHULZE	(SEAL)
	 BERTHA SCHULZE	(SEAL)
	 ALBERT G. FITZGERALD	(SEAL)
	 BERTHA SCHULZE	(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of September, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared COMLEY SCHULZE and BERTHA SCHULZE, his wife and they

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

AS WITNESS my hand and Notarial Seal.

Rec'd for record Sept. 7, 1956, at 1:37 P.M.
Mailed to Callahan + Calwell

Albert G. Fitzgerald
ALBERT G. FITZGERALD
Notary Public

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

COMLEY SCHULZE AND
BERTHA SCHULZE, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

42029

Written by D.H.

Approved by [Signature]

Ready for Record

WALTER S. CALWELL,

L. THE *Eq. No. 14,300*

LIBER 132 PAGE 6

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

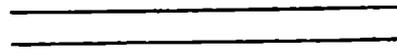
VS.

IN EQUITY

COMLEY SCHULZE, AND

BERTHA SCHULZE, HIS WIFE

STATEMENT OF MORTGAGE DEBT



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

under the mortgage from Comley Schulze and Bertha Schulze, his wife to Baltimore Federal Savings and Loan Association

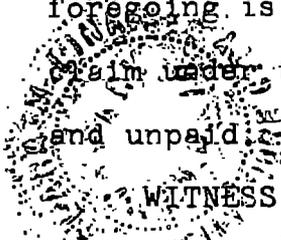
dated the 4th day of September 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 Folio 590 .

Amount of Mortgage	\$8,600.00
Less - amount paid on principal	<u>1,030.84</u>
	7,569.16
Plus - interest to 4/21/61	<u>215.71</u>
	7,784.87
Plus - overdraft in expense account	<u>48.98</u>
	7,833.85

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 23rd day of March 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

Clara M. Link

Clara M. Link,

Notary Public

1961 MAR 28 AM 10:12

MILITARY AFFIDAVIT

No. 14,300 Equity
Docket 19 folio-315

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of March, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants, Comley Schulze and Bertha Schulze, his wife

against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED
1961 MAR 28 AM 10:12

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 Comley Schulze and Bertha Schulze, his wife to Baltimore Federal Savings and Loan Association, dated September 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 folio 590 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961
at 3:10 P.M. (E.D.T.)**

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

Being known and designated as Lot No. 11, Block C, as shown on a Plat entitled "Second Revised Plat, Bodkins" and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Dunn Road 4th house south of Lake Avenue, having a frontage of 75 feet with a depth of 150 feet.

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

Subject to an annual ground rent of \$90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer A-27

OFFICE - P

14,300

Maryland Gazette

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

LIBER 132 PAGE 8

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Attorney's Sale

Comley Schulze

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 6th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
FILED

1961 MAY -4 PMB8:18

Marie Tate

8

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 10 PAGE 577
80 JOHN STREET
NEW YORK, N. Y.

331074

No. 14,300 Equity

LIBER 132 PAGE 9

Know All Men by These Presents:

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

..... as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
SEVENTY-NINE HUNDRED AND 00/100 (\$7900.00) Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this 1st
day of May 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 Comley Schulze and Bertha Schulze
his wife to the Baltimore Federal Savings & Loan Association
bearing date the 4th day of September nineteen hundred and fifty-six
and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
No. 1059, Folio 590, and

Lot 11 Block "C" Bodkins Plains, Anne Arundel Co
is about to sell the land and premises described in said Mortgage, default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)
Walter S. Calwell

Clara M. Smith

..... (Seal)

Attest:

As to Surety:
M. S. Kraus
M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By [Signature]
Attorneys-in-Fact

1961 MAY -3 AM 10:05

George T. Cromwell
May 1961

9

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

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Comley Schulze and Bertha Schulze, his wife to Baltimore Federal Savings and Loan Association, dated September 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 folio 590 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961
at 3:10 P.M. (E.D.T.)**

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

Being known and designated as Lot No. 11, Block C, as shown on a Plat entitled "Second Revised Plat, Bodkins" and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Dunn Road 4th house south of Lake Avenue, having a frontage of 75 feet with a depth of 150 feet.

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

Subject to an annual ground rent of \$90.00 and to any restrictive covenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a frame dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced air oil fired heat.

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

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

LIBER 132 PAGE 10

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

**COMLEY SCHULZE AND
BERTHA SCHULZE, HIS WIFE**

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

Equity No. 14,300

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
Named in Mortgage, dated September 4th, 1956 and recorded among
the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 folio 590
from said Comley Schulze and Bertha Schulze, 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 news-
paper published in Anne Arundel County, for more than three successive
weeks preceding the day of sale, Walter S. Calwell, Attorney, under
and by virtue of the power and authority contained in said Mortgage
(after default having occurred thereunder) did, pursuant to said
notice, on the 4th day of May, 1961 at 3.10 P.M. (E.D.T.)

attend on the premises and then and there sold the leasehold
property situate, lying and being in Anne Arundel County

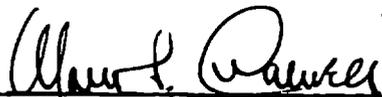
being known and designated as Lot No. 11, Block C, as shown on Plat
entitled "Second Revised Plat, Bodkins Plains", dated February, 1953
by James D. Hicks, Surveyor, and recorded among the Land Records of
Anne Arundel County on July 1, 1954, in Plat Book 25 folio 12; more
particularly and at length described in the aforementioned Mortgage,
and in the attached advertisement of sale.

FILED

1961 MAY -6 AM 9:27

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 Sixty-five Hundred (\$6500.00) Dollars, subject to the payment of an annual ground rent of \$90.00, said purchaser being then and there the highest bidder.

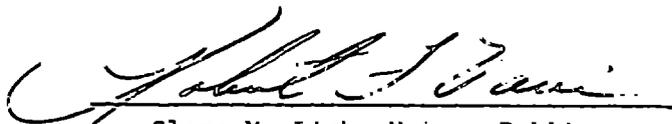


Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO-WIT:

I HEREBY CERTIFY, That on this 5th day of May, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



~~Glenn M. Jank~~, Notary Public
Robert F. Vavrina



ORDER NISI

LIBER 132 PAGE 12

Walter S. Calwell,
Attorney Named in Mortgage
versus
Comley Schulze and
Bertha Schulze, His Wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 14,300 Equity

Ordered, this 6th day of May, 19 61, That the sale of the
Property in these proceeding mentioned
made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

The report states that the amount of sale was \$ 6500.00

George T. Cromwell Clerk.

True Copy,
FILED
1961 MAY 6 AM 9:27

TEST: _____ Clerk.

(Final Order)
Walter S. Calwell,
Attorney Named in Mortgage
versus
Comley Schulze and
Bertha Schulze, His Wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of June, 19 61
that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired 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. B. D. Dockett
JUDGE.

FILED
1961 JUN 13 AM 10:37

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 13

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order nisi - Sale - Eq. 14,300

Comley Schulze

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 June, 1961. The first

insertion being made the 11th day of

May, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 21203 1961

JUN -6 PM 1:58

By Marie Tate

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,300 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus

COMLEY SCHULZE and
BERTHA SCHULZE, his wife

Ordered, this 6th day of May, 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 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.

The report states that the amount of sale was \$6500.00

GEORGE T. CROMWELL, Clerk

True Copy, Test:

GEORGE T. CROMWELL, Clerk
Ju-1

In the Case of

.....
..... Walter S. Calwell,
..... Attorney named in Mortgage
..... vs.
..... Comley Schulze
..... and
..... Bertha Schulze, his wife

In the
Circuit Court

For

Anne Arundel County

No. 14,301

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.

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All of which is respectfully submitted.

Laura R. Jeschling
Auditor.

June 23, 1961

14

Dr.

Walter S. Calwell, Attorney named in Mortgage vs. Comley Schulze ^{in ac.}
and Bertha Schulze, his wife

To Attorney for Fee, viz:	100 00	
To Attorney for Commissions, viz:	226 33	326 33
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	31 60	
E.T. Newell & Co., Inc. -auctioneer's fee	25 00	
One-half Federal documentary stamps	3 57	
One-half State documentary stamps	7 15	
Clara M. Link - notary fees	1 00	
Robert F. Vavrina - notary fee	50	160 58
To Attorney for Taxes, viz:		
1961 State and County taxes (\$141.39) - 4 months 4 days	48 68	48 68
To Attorney for Ground Rent, viz:		
Semi-annual ground rent due 8/9/61 - (\$45.00) - 2 months 25 days	21 25	21 25
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,931 57	5,931 57
		6,544 41
Amount of mortgage claim filed	7,833 85	
Interest @ 6% on principal balance of \$7,569.16 from 4/21/61 to 7/31/61	126 16	
	7,960 01	
Cr. Amount allowed above	5,931 57	
Balance subject to decree in personam	2,028 44	

with Walter S. Calwell, Attorney named in Mortgage

Cr.

1961				
May	4	Proceeds of Sale	6,500	00
		Interest on deferred payment to 6/14/61	44	41
			<hr/>	
			6,544 41	
			<hr/>	
			6,544 41	
			<hr/>	

ORDER NISI

LIBER 132 PAGE 17

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Comley Schulze
and
Bertha Schulze, his wife

No. 14,300

Equity.

ORDERED, This 27th 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 be shown on or before the 31st 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 31st day of July next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of August, 1961, that the foregoing 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 proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 AUG -2 PM 3:46

Benjamin Richardson Judge

17

1961 JUN 27 AM 10:52

Maryland Gazette

LIBER 132 PAGE 18

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

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,300 Equity
WALTER S. CALWELL,
Attorney named in Mortgage
versus

COMLEY SCHULZE and
BERTHA SCHULZE, his wife
Ordered, this 27th 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 31st day of July next: Pro-
vided, a copy of this Order be
inserted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 31st day of
July next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed -----

Order Nisi Eq. 14,300 -----

Auditor Account -----

Comley Schulze -----

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3 -----

successive weeks before the 31st -----

day of July, 1961. The first

insertion being made the 29th ----- day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman -----

FILED

No. M. G. 21932-2 PM 12:15
1961 AUG

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
EUGENE V. GASKIN AND : ANNE ARUNDEL COUNTY
DORETTA E. GASKIN, HIS WIFE : (In Equity)

No. 14,301

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 Eugene V. Gaskin and Doretta E. Gaskin, his wife, to Baltimore Federal Savings and Loan Association, dated March 4, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 586.



Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 MAR 28 AM 10:12

MORTGAGE

Eq 14301

THIS MORTGAGE, Made this 4th day of March, A. D. 1960, by and between EUGENE V. GASKIN and DORETTA E. GASKIN, his wife,

LIBER 132 PAGE 20

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~~ 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 SIX HUNDRED and 00/100ths Dollars (\$10,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five & three fourths per centum (5 3/4%) 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-ONE and 90/100ths Dollars (\$61.90), commencing on the first day of April, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 1990. 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 (5) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEING known and designated as Lot No. 5, Section 3, as shown on the plat entitled "Section 3, Sun Valley" dated February 25, 1959, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvements thereon being known as No. 923 Old Annapolis Boulevard.

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

CHATTELS: 36" Real Host Range, Refrigerator, Automatic Clothes Washer, Dryer, Shutters

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.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the foregoing mortgage and the debt thereby secured without recourse, representation or warranty, to James W. Rouse and Company, Incorporated this 10th day of November 1960

AS WITNESS: the signature of the said body corporate by the hand of Joseph M. Hisley, its Vice President, and its corporate seal hereto affixed.

ATTEST: Charles E. Williams, Secretary

By: Joseph M. Hisley, Vice President

PLAINTIFF'S EXHIBIT "A"

*Delete italicized words if Mortgagee is not a Building and Loan Association. 1961 MAR 28 AM 10:12

LIBER 132 PAGE 21

FOR VALUE RECEIVED and without recourse JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within mortgage unto The Life Insurance Company of Virginia.

its successors and assigns. AS WITNESS, JAMES W. ROUSE & COMPANY, INCORPORATED, by the hand of its vice-president, together with its corporate seal hereto affixed this 14th day of November, 1960.

WITNESS JAMES W. ROUSE & COMPANY, INCORPORATED
BY: Nora M. Paige C.G. Carey
Nora M. Paige Vice President

FOR VALUE RECEIVED and without recourse THE LIFE INSURANCE COMPANY OF VIRGINIA, hereby assigns the within mortgage unto JAMES W. ROUSE & COMPANY, INCORPORATED its successors and assigns.

AS WITNESS, THE LIFE INSURANCE COMPANY OF VIRGINIA, by the hand of its vice-president, together with its corporate seal hereto affixed this 16th day of February, 1961.

WITNESS THE LIFE INSURANCE COMPANY OF VIRGINIA
BY: W.D. Butler
W.D. Butler Vice President

OK
WDB
2/16/61

FOR VALUE RECEIVED and without recourse JAMES W. ROUSE AND COMPANY INCORPORATED hereby assigns the within mortgage unto BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION its successors and assigns, this 1st day of March, 1961.

WITNESS JAMES W. ROUSE & COMPANY INCORPORATED

Nora M. Paige James W. Rouse

BOOK 1375 PAGE 587

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 foregoing 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 Twenty (\$120.00) Dollars, payable half-yearly on the 16th 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 (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge. He 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.

4

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

AND the said Mortgagor (s) hereby assent (s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor (s) hereby also authorize (s) the said Mortgagee, its successors or assigns or Walter S. Calwell, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Seventy-five (\$75.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor (s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Witness:

C. Rider Brandon
C. RIDER BRANDON, JR

Eugene V. Gaskin [SEAL]
Eugene V. Gaskin

Doretta E. Gaskin [SEAL]
Doretta E. Gaskin

STATE OF MARYLAND, CITY OF BALTIMORE

to wit: BOOK 1375 PAGE 590

I HEREBY CERTIFY, That on this the 4th day of March, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared EUGENE V. GASKIN and DORETTA E. GASKIN, 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.

C. Rider Brandon
Notary Public.

My commission expires: May 1, 1961



Rec'd for record March 10, 1960 at 12:28 P.M.
Mailed to The Colonial Title Guaranty Co.

A. A. Co.
This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221 and Section 809 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE & CHARGES

EUGENE V. GASKIN & DORETTA E. GASKIN, his wife, TO BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record

at _____ o'clock M. Same day recorded in Liber No. _____ and Folio _____, etc., one of the Records of _____ examined per _____

Cost of Records, \$ _____ Clerk.

Form with fields for No., Date, Federal Housing Commissioner, and authorized agent. Includes stamp: THE COLONIAL TITLE GUARANTEE COMPANY, 1100 N. ST. PAUL STREETS, BALTIMORE 2, MARYLAND.

Anne Arundel County
(1)

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

Life Insurance Company of Virginia

TO

James W. Rouse & Company Incorporated

1961 MAR - 7
REC'D
RECORDED FOR RECORD
at _____ o'clock _____ M. Same day
Recorded in Liber M. L. P. No. _____
Filed _____ etc., one of the
Records of Baltimore City, and examined.

Per

[Signature]
THE COLONIAL TITLE GUARANTEE COMPANY
Clerk.

Baltimore 2. Maryland *fd 2.00*

Chadler

(2)

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

James W. Rouse & Company Incorporated

TO

Baltimore Federal Savings and Loan
Association

1961 MAR 7
REC'D
RECORDED FOR RECORD
at _____ o'clock _____ M. Same day
Recorded in Liber M. L. P. No. _____
Filed _____ etc., one of the
Records of Baltimore City, and examined.

Per

[Signature]
Clerk.

THE COLONIAL TITLE GUARANTEE COMPANY

Baltimore 2. Maryland *fd 2.00*

Chadler

Anne Arundel County
5M-8-57
423 Old Annapolis Blvd.

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

TO

JAMES W. ROUSE AND COMPANY,

INCORPORATED

Received for Record _____ 19____
at _____ o'clock _____ M. Same day
received in Liber _____ No. _____
Folio _____ etc., one of the _____

Records of Baltimore County, and examined.

[Signature]
THE COMMERCIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING Clerk.
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND 2-2000

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

JAMES W. ROUSE AND COMPANY,

INCORPORATED

TO

LIFE INSURANCE COMPANY OF VIRGINIA

BLOCK

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

[Signature] Clerk.
②

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

No. 14,301

EUGENE V. GASKIN and

DORETTA E. GASKIN, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Eugene V. Gaskin and Doretta E. Gaskin, his wife to Baltimore Federal Savings and Loan Association

dated the 4th day of March 1960, and recorded among the Land Records of AnneArundel County in Liber G.T.C.No. 1375 Folio 586 .

Amount of Mortgage	\$10,600.00
Less - amount paid on principal	<u>67.40</u>
	10,532.60
Plus - interest to 4/20/61	<u>437.36</u>
	10,969.96
Less - balance in expense account	<u>43.70</u>
	10,926.26

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 23rd day of March 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

Clara M. Link

1961 MAR 28 AM 10: 42

Notary Public

MILITARY AFFIDAVIT

Equity No. 14,301

Docket 19 folio 316

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of **March** 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell**

and made oath in due form of Law that the Defendants, **Eugene V. Gaskin and Doretta E. Gaskin, his wife**

against whom foreclosure proceedings were instituted **are** not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that **they** have not been ordered to report for induction under the Selective Training and Service Act of 1940, that **they are** not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1961 MAR 28 AM 10:12

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 Eugene V. Gaskin and Doretta E. Gaskin, his wife to Baltimore Federal Savings and Loan Association, dated March 4th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 588 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, Maryland on

**THURSDAY,
MAY 4, 1961**

AT 3:50 P.M. (E.D.T.):

all that leasehold lot of ground situate and lying in Fifth Election District of Anne Arundel County, in the Development of Sun Valley,

BEING known and designated as Lot No. 5, Section 3, as shown on the plat entitled "Section 3, Sun Valley" dated February 25, 1959, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvement thereon being known as No. 923 Old Annapolis Boulevard.

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 one story frame bungalow, containing 6 rooms, 1 bath, forced warm air gas fired, heat.

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

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

A-57

OFFICE 14,301

Maryland Gazette

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

LIBER 132 PAGE 26

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Attorney's Sale

Eugene V. Gaskin

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 6th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -4 PM 3:18 Thomas Tate

8



227 ST. PAUL STREET
BALTIMORE, MD

331075
LIBER 132 PAGE 27
LIBER 10 PAGE 578
60 JOHN STREET
NEW YORK, N. Y.

No. 14,301 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.....
ELFVEN THOUSAND AND 00/100 (\$11,000.00) - - - - - 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 1st
day of May - - - - - 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 Eugene V. Gaskin and Doretta E. Gaskin
his wife to the Baltimore Federal Savings and Loan Association

bearing date the 4th day of March nineteen hundred and sixty
and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
No. 1375, Folio 586, and.....

.....923 Old Annapolis Road - Anne Arundel Co Md
is about to sell the land and premises described in said Mortgage/default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, Sealed and Delivered
in the presence of

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

Clara M. Smith

Attest: As to Surety:
M. S. Kreus

NEW AMSTERDAM CASUALTY COMPANY
By [Signature] Attorney-in-Fact
FILED

1961 MAY -3 AM 10:05

Bond approved this 3rd day of May 19 61
George T. Cromwell
Clerk

CALLAHAN AND CAL, ELL
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 Eugene V. Gaskin and Doretta E. Gaskin, his wife to Baltimore Federal Savings and Loan Association, dated March 4th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 588 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, Maryland on

THURSDAY,

MAY 4, 1961

AT 3:50 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in Fifth Election District of Anne Arundel County, in the Development of Sun Valley,

BEING known and designated as Lot No. 5, Section 3, as shown on the plat entitled "Section 3, Sun Valley" dated February 25, 1959, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 83. The improvement thereon being known as No. 923 Old Annapolis Boulevard.

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 one a t o r y frame bungalow, containing 6 rooms, 1 bath, forced warm air gas fired heat.

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

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

A-27

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
EUGENE V. GASKIN AND : ANNE ARUNDEL COUNTY
DORETTA E. GASKIN, HIS WIFE : (In Equity)

Equity to 14/301

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney

Named in Mortgage, dated March 4th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 586

from said Eugene V. Gaskin and Doretta E. Gaskin, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of May, 1961 at 3.50 P.M. (E.D.T.) attend at

and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 5, Section 3, as shown on Plat entitled "Section 3, Sun Valley", dated February 25, 1959, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 83, the improvements whereon are known as No. 923 Old Annapolis Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1961 MAY -6 AM 9:27

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 five Hundred (\$10,500.00) Dollars, subject to the payment of an annual ground rent of \$120.00, said purchaser being then and there the highest bidder.

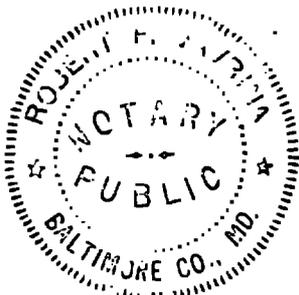
Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, 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 the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Robert F. Wavrina
~~Robert F. Wavrina~~ Notary Public
Robert F. Wavrina



ORDER NISI

LIBER 132 PAGE 30

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,301 Equity

Walter S. Calwell,
Attorney Named in Mortgage

versus

Eugene V. Gaskin and
Doretta E. Gaskin, His Wife

Ordered, this 6th day of May, 19 61, That the sale of the
Property in these proceeding mentioned
made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

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

George T. Cromwell Clerk.

True Copy,
FILED
1961
MAY 6 AM 9:27

TEST: _____ Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Eugene V. Gaskin and
Doretta E. Gaskin, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of June, 19 61
that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

D. Bruce Duckett
JUDGE.

FILED
1961 JUN 13 AM 10:35

12

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order nisi - Sale - Eq. 14,301

Eugene V. Gaskin

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 June, 1961. The first

insertion being made the 11th day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 14,301

WALTER S. CALWELL, Attorney Named in Mortgage versus

EUGENE V. GASKIN and DORETTA E. GASKIN, his wife

Ordered, this 6th day of May, 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 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.

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

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk Ju-1

FILED

No. M. C. 21204 1961 JUN -6 PM 1:59

Dr.

Walter S. Calwell, Attorney named in Mortgage vs. Eugene V. Gaskin and Doretta E. Gaskin, his wife

in ac.

To Attorney for Fee, viz:	75 00	
To Attorney for Commissions, viz:	347 15	422 15
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account and two copies	18 00	56 00
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	63 00	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
New Amsterdam Casualty Co.- bond premium	44 00	
E.T. Newell & Co., Inc. -auctioneer's fee	25 00	
One-half Federal documentary stamps	5 78	
One-half State documentary stamps	11 55	
Clara M. Link - notary fees	1 00	
Robert F. Vavrina - notary fee	50	177 83
To Attorney for Taxes, viz:		
1961 State and County taxes (\$179.10) - 4 months 4 days	61 72	61 72
To Attorney for Ground Rent, viz:		
Semi-annual ground rent due 6/16/61 (\$60.00) - 4 months 18 days	46 27	46 27
To Baltimore Federal Savings & Loan Ass'n, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	9,807 78	9,807 78
		10,571 75
Amount of mortgage claim filed	10,926 26	
Interest @ 5-3/4% on principal balance of \$10,532.60 from 4/20/61 to 7/31/61 - 3 months 11 days	169 94	
	11,096 20	
Cr. Amount allowed above	9,807 78	
Balance subject to decree in personam	1,288 42	

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961				
May	4	Proceeds of Sale	10,500	00
		Interest on deferred payment to		
		6/14/61	71	75
			<hr/>	
			10,571 75	
			<hr/>	
			10,571 75	
			<hr/>	

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

.....Walter S. Calwell,
.....Attorney named in Mortgage
VERSUS
.....Eugene V. Gaskin
.....and
.....Doretta E. Gaskin, his wife

No. 14,301 Equity.

ORDERED, This 27th 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 be shown on or before the 31st 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 31st day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22 day of August, 1961, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 AUG -2 PM 3:46

Benjamin Michaelson
Judge.

FILED

1961 JUN 27 AM 11:23

17

Maryland Gazette

LIBER 132 PAGE 36

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,301
Auditor Account

Eugene T. Gaskin,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 31st

day of July, 1961. The first

insertion being made the 29th day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,301 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
versus

EUGENE V. GASKIN and
DORETTA E. GASKIN, his wife.

Ordered, this 27th day of June,
1961, That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause

BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
thereof be shown on or before the
31st 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 31st day of July next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
Jy-13

FILED

No. M. G. 24934-2 PM 12:15
1961 AUG

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
NORMAN G. STEVENS and	:	ANNE ARUNDEL COUNTY
DOROTHY STEVENS, his wife	:	<i>Eq. No. 14,274</i>
	:	
	:	
	:	

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

This Mortgage, Made this 19th day of June, in the year one thousand, nine hundred and fifty-eight -----, between NORMAN G. STEVENS and DOROTHY STEVENS, his wife ----- of Anne Arundel County -----, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being member of said body corporate, have received therefrom an advance of ELEVEN THOUSAND ----- (\$11,000.00) ----- Dollars, being part of the purchase money for the property hereinafter described.

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

By the payment on or before the first day of each month from date hereof;

(A) of the sum of ONE HUNDRED TEN (\$110.00) ----- 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 SIXTEEN (\$16.00) ----- 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 that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 54 and 55 on a Plat of the subdivision of Lots Nos. 1, 2, 3, 4, 5 and 6 of Kingston Heights the Plat of said subdivision being recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4 folio 16, filed in Cabinet 1-A-5 and also in Plat Book No. 9, folio 44. The improvements thereon being now known as No. 427 Kingwood Road.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto was granted and conveyed by WILLIAM E. STEVENS and ANNA MARIE STEVENS, his wife to NORMAN G. STEVENS and DOROTHY STEVENS, his wife, the within Mortgagors.

1961 MAR 10 AM 11:46

Petitioners Exhibit "A"

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 lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the years and residue of the term of years yet to come and to expire with the term of years, subject to the payment of the yearly rental of \$_____ payable in equal semi-annual instalments on the _____ days of _____ and _____ in each and every year forever in fee simple.

3

EV

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 Mortgagee, for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable. if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing 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 THREE HUNDRED (\$300.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said 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 s, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hand and seals of the said Mortgagor s.

WITNESS

CLAYTON S. CHAREWICH

 (SEAL)
NORMAN G. STEVENS
 (SEAL)
DOROTHY STEVENS

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 19th day of June, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared NORMAN G. STEVENS and DOROTHY STEVENS, his wife

-----the Mortgagor s, named in the foregoing mortgage, satisfactorily proven to be the person s whose name s are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. TAYLOR BODEN -----

Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal



Clayton S. Charewich
CLAYTON S. CHAREWICH Notary Public.
12.50

Rec'd for record July 8, 1958 at 2:08 P.M.

Mailed to The Security Title Guarantees Corp. of Balto.

MORTGAGE

FROM

NORMAN G. STEVENS and

DOROTHY STEVENS, his wife

TO

**FRATERNITY FEDERAL SAVINGS AND
LOAN ASSOCIATION**

427 Kingswood Road

BLOCK NO. _____

Received for Record: 1958 JUN 19 10 03 AM
at _____ o'clock _____ M. _____ Same day recorded in _____
Liber _____ No. _____ of _____ etc.,
one of the _____ Records of _____
_____ and examined per _____

Clerk.

Cost of Record, \$ 12.50

**THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE**

The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Dally Record Company, Baltimore, Md.

FILE No. 36421

WRITTEN BY [Signature]

FORM APPROVED [Signature]

READY FOR RECORD [Signature]

WILLIAM C. ROGERS, Attorney : IN THE
 Named in Mortgage : CIRCUIT COURT
 vs. : FOR
 NORMAN G. STEVENS and : ANNE ARUNDEL COUNTY
 DOROTHY STEVENS, his wife : *Equity No. 14,274*
 : : : : : : :

STATEMENT OF MORTGAGE CLAIM

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Norman G. Stevens and Dorothy Stevens, his wife to Fraternity Federal Savings and Loan Association dated June 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1217, folio 319.

Norman G. Stevens and wife
 427 Kingwood Road
 Anne Arundel County, Maryland

March 8, 1961

Original amount	\$11,000.00
Interest through March	1,731.87
Sanitary charge	123.00
Fire insurance	49.48
Taxes	266.71
late charges	<u>126.56</u>
	\$13,297.62
Less payments	<u>3,354.22</u>
Balance due	\$9,943.40

FRATERNITY FEDERAL SAVINGS
 AND LOAN ASSOCIATION

BY: *George L. Coleman*
 GEORGE L. COLEMAN, Assist. Secretary

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

I HEREBY CERTIFY that on this *8th* 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 George L. Coleman, Assist. Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the foregoing is a true and just Statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



Richard J. Lane
 Notary Public

1961 MAR 10 11:46

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
NORMAN G. STEVENS and	:	ANNE ARUNDEL COUNTY
DOROTHY STEVENS, his wife	:	
: : : : :	:	<i>No. 14274 Equity</i>

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

On this 1st 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 Norman G. Stevens and Dorothy Stevens, 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 Norman G. Stevens and Dorothy Stevens, his wife, are not now in the military service of the United States.

[Signature]
 WILLIAM C. ROGERS, Affiant

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

[Signature]
 Notary Public

FILED
 1961 APR 13 AM 11:00

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

10 PAGE 564

LIBER 132 PAGE 44

No. 14274 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 Eleven Thousand and 00/100 (\$11,000.00) - - - - -

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 12th day of April in the year of our Lord 1961

Whereas, the above bounden William C. Rogers by virtue of the power contained in a mortgage from Norman G. Stevens and Dorothy Stevens, his wife

to Fraternity Federal Savings and Loan Association bearing date the 19th day of June, 1958 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1217 Folio 319 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
William C. Rogers (SEAL)

Witness:
D. Anthony
D. Anthony As to Surety

By Joseph C. McHugh
Joseph C. McHugh Attorney-in-Fact (SEAL)

MDJ228a-500, 10-57 147355
Mortgagee's or Attorney's Bond
Bond approved this 14th day of April, 1961
George T. Cromwell Clerk

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FILED
1961 APR 14 AM 11:01

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

**Attorney's
Sale**

**OF VALUABLE
IMPROVED FEE
SIMPLE PROPERTY**

KINGSTON HEIGHTS, LINTH-
CUM, 5TH ELECTION DISTRICT
Under and by virtue of a power
of sale contained in a Mortgage
from Norman G. Stevens and
Dorothy Stevens, his wife, to Fra-
ternity Federal Savings and Loan
Association, dated June 19, 1958
and recorded among the Land
Records of Anne Arundel County
in Liber G.T.C. No. 1217, folio
319, default having occurred
thereunder, the undersigned, as
Attorney named in said Mortgage,
will offer for sale at public auc-
tion, on the premises, at No. 427
Kingwood Road, Kingston Heights,
on

**SATURDAY,
APRIL 15, 1961
at 11 A. M.**

Those lots known and designated
as Lots Nos. 54 and 55, on a Plat
of the subdivision of Lots Nos.
1, 2, 3, 4, 5 and 6 of Kingston
Heights, the plat being recorded
in Plat Book No. 9, folio 44. The
improvements thereon being now
known as No. 427 Kingwood
Road. Being the same property
conveyed to said Mortgagors by
William E. Stevens and wife by
deed dated June 19, 1958 record-
ed in GTC No. 1217, folio 317. Sub-
ject to the legal operation and ef-
fect of pole line agreements be-
tween O. Clinton King and wife
and Cons. Gas, Elec. Co., record-
ed in FAM 189, folio 305 and JHH
672, folio 437; and to sewerage
and water easement, King to A.
A. Co. Sanitary Commn., FAM
No. 181, folio 393; and subject also
to restrictions set forth in Deed
from O. Clinton King and wife to
Emma V. Dinsmore, dated Aug.
9, 1934, recorded in WMB No. 130,
folio 272.

No. **IMPROVEMENTS:** Two story
stucco dwelling, 5 rooms and
bath.

TERMS OF SALE: Cash. A de-
posit 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 Arun-
del County; 6 per cent interest to
be paid upon unpaid purchase
money from date of sale to date
of settlement. Taxes and all oth-
er 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

A-13

OFFICE C

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 45

CERTIFICATE OF PUBLICATION

Annapolis, Md., *April 15*, 19*61*

We hereby certify, that the annexed

Attorney's Sale

Norman G. Stevens

Equity No. 14, 274

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*

successive weeks before the *15th*

day of *April*, 19*61*. The first

insertion being made the *23rd* day of

March, 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

LED

7 AM 11:58

By *H. Tilghman*

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 vs. * FOR
 NORMAN G. STEVENS and * ANNE ARUNDEL COUNTY
 DOROTHY STEVENS, his wife * *No. 14,274 Equity*

LEAF 132 PAGE 46

* * * * *

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 427 Kingwood Road of Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale said attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, April 15, 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 Jerome M. Lichtenberg and Evelyn E. Lichtenberg, his wife, at and for the price of \$8,250.00.

[Signature]
 WILLIAM C. ROGERS, Attorney Named
 in Mortgage

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

I HEREBY CERTIFY that on this 17th day of April, 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 foregoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

[Signature]
 Notary Public



FILED
 1961 APR 19 AM 10:54

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

KINGSTON HEIGHTS, LINTHIGUM, 5TH ELECTION DISTRICT
Under and by virtue of a power of sale contained in a Mortgage from Norman G. Stevens and Dorothy Stevens, his wife, to Fraternity Federal Savings and Loan Association, dated June 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1217, folio 319, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at No. 427 Kingwood Road, Kingston Heights, on

**SATURDAY,
APRIL 15, 1961
at 11 A. M.**

Those lots known and designated as Lots Nos. 54 and 55 on a Plat of the subdivision of Lots Nos. 1, 2, 3, 4, 5 and 6 of Kingston Heights, the plat being recorded in Plat Book No. 9, folio 44. The improvements thereon being now known as No. 427 Kingwood Road. Being the same property conveyed to said Mortgagors by William E. Stevens and wife by deed dated June 19, 1958 recorded in GTC No. 1217, folio 317. Subject to the legal operation and effect of pole line agreements between O. Clinton King and wife and Cons. Gas, Elec. Co., recorded in FAM 189, folio 305 and JHH 672, folio 437; and to sewerage and water easement, King to A. A. Co. Sanitary Commn., FAM No. 181, folio 393; and subject also to restrictions set forth in Deed from O. Clinton King and wife to Emma V. Dinsmore, dated Aug. 9, 1934, recorded in WMB No. 130, folio 272.

IMPROVEMENTS: Two story stucco dwelling, 5 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

A-13

ORDER NISI

LIBER 132 PAGE 48

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,274 Equity

WILLIAM C. ROGERS, Attorney Named
in Mortgage

versus

NORMAN G. STEVENS and
DOROTHY STEVENS, his wife

Ordered, this 19th day of April, 19 61, That the sale of the
Property in these proceedings mentioned
made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th
day of May next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 29th
day of May next.

The report states that the amount of sale was \$ 8,250.00.

George T. Cromwell Clerk.

True Copy,

Filed April 19, 1961

TEST: George T. Cromwell Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named
in Mortgage

versus

NORMAN G. STEVENS and
DOROTHY STEVENS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of June, 19 61
that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired 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 J. Evans
JUDGE.

FILED
1961 JUN -1 PM 2:45

//

Maryland Gazette

LIBER 132 PAGE 49

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

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,274 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
NORMAN G. STEVENS and DOROTHY STEVENS, his wife
Ordered, this 19th day of April, 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 29th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of May next.
The report states that the amount of sale was \$8,250.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,274
Norman G. Stevens

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for

successive weeks before the 29th

day of May, 1961. The first

insertion being made the 27th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By

H. Tilghman

No. M. G. 20497

1961 MAY 31 PM 3:29

12

Dr. William C. Rogers, Attorney named in Mortgage

in ac.

To Attorney for Fee, viz:	300	00		
To Attorney for Commissions, viz:	279	24	579	24
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	80	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	59		
Fidelity & Deposit Co. of Md. -bond premium	44	00		
Robert H. Campbell - auctioneer's fee	35	00	202	61
Herbert C. Moore - notary fees	1	50		
To Attorney for Taxes, viz:				
1961 State and County taxes - 3 months 15 days	59	29	59	29
To Attorney for Benefit Charges, viz:				
Metered water from 9/1/60 to 4/15/61	31	35	31	35
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,409	71	7,409	71
			8,333	70
Amount of mortgage claim filed	9,943	40		
Interest thereon @ 6% from 4/1/61 to 7/17/61 - 3 months 17 days	177	32		
	10,120	72		
Cr. Amount allowed above	7,409	71		
Balance subject to decree in personam	2,711	01		

with

William C. Rogers, Attorney named in Mortgage

Cr.

1961				
Apr.	15	Proceeds of Sale	8,250	00
		Interest on deferred payment of \$7,750.00 to 6/1/61	58	05
				8,308 04
		Refund 1961 Water and Sewer Benefit Charge - 8 months 15 days	25	65
				25 65
				8,333 70

ORDER NISI

William C. Rogers,
Attorney named in Mortgage
VERSUS
Norman G. Stevens
and
Dorothy Stevens, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,274 Equity.

ORDERED, This 22nd 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 be shown on or before the 31st
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
31st day of July next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of August, 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 proceeds apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

FILED
1961 AUG -2 PM 3:43

Benjamin M. Michaelson
Judge

FILED

1961 JUN 21 PM 4:32

Maryland Gazette

LIBER

132

PAGE

54

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
No. 14,274 Equity

WILLIAM C. ROGERS,
Attorney Named in Mortgage

versus

NORMAN G. STEVENS and
DOROTHY STEVENS, his wife

Ordered, this 22nd day of June,
1961. That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause

BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
thereof be shown on or before the
31st 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 31st day of July next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
Jy-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed _____

Order Nisi Eq. 14,274

Auditor's Account

Norman G. Stevens

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3

successive weeks before the 31st

day of July, 1961. The first

insertion being made the 29th day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21922 AUG -2 PM 12:15

1961

By H. Tilghman

IN THE MATTER OF THE
MORTGAGE REAL ESTATE OF
CHARLES A. HOHREIN and
EMMA E. HOHREIN, his wife

*
*
*
*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14 270 EQUITY

132 MAR 55

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original Mortgage in this foreclosure
suit.


John Denyan, Jr.
Attorney named in the Mortgage
16 Crain Highway, S. W.
Glen Burnie, Maryland
S O 6-0770

PURCHASE MONEY
This Mortgage.

LIBER 1126 PAGE 373

No. 14,270 Equity

Made this - 6th day of June, A. D. 19 57,
by and between Charles A. Hohrein and Emma E. Hohrein, his wife -----

-----of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee.

WHEREAS, the said Mortgagors stand bona fide indebted unto the said Mortgagee in the full and just sum of Ten Thousand ----- (\$10,000.00) Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagors, which said sum, having been used as part of the purchase price for the property hereinafter described, the said Mortgagors herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Six percent (6%) per annum, in the following manner and time:

THE SUM OF One Hundred and Twelve ----- (\$ 112.00) Dollars to be paid on the First day of July 19 57, and a like or similar sum on the First day of each and every consecutive month thereafter to and including the First day of July -----, 19 62, and the balance of the principal and interest remaining unpaid shall become due and payable on the First day of July ----- 19 62; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.

ALL SUMS aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private, at the office of The Bank of Glen Burnie, at Glen Burnie, Maryland, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows, viz:—

BEGINNING for the same at an iron pipe set where the East side of the State Road leading from Jacobsville to Fort Smallwood intersects the North line of the conveyance from Mary E. Davidson and O. Tilghman Davidson, her husband, to Robert J. Cremen, dated June 8, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185, folio 34, and running from thence, and with the North line of said conveyance South 82° 52' East 150 feet; thence leaving said line and running through part of the property South 15° 11' West 100 feet to a pipe and North 82° 52' West 150 feet to a pipe set on the East side of the aforementioned State Road; thence with the East side of the same North 15° 11' East 100 feet to the place of beginning.

FILED

1961 MAR -7 AM 11:38

LIBER 132 PAGE 56

BEING the same property which the said Mortgagors acquired from Melvin R. Phelps and Ella Mae Phelps, his wife, by Deed of even date herewith and intended to be recorded immediately prior hereto.

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

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

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

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

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least Ten Thousand (\$10,000.00) ----- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire or other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or John Demyan, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the same, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same, all in accordance with Article No.66 of the Code of the Public General Laws of Maryland.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and bodies corporate shall be considered neuter gender.

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

WITNESS:
Amelia H. Tubman
.....
AMELIA H. TUBMAN

Charles A. Hohrein (Seal)
.....
Charles A. Hohrein

Amelia H. Tubman
.....
AMELIA H. TUBMAN

Emma E. Hohrein (Seal)
.....
Emma E. Hohrein

..... (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

, to wit:

I HEREBY CERTIFY, that on this - 8th day of June 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Hohrein and Emma E. Hohrein, his wife the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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



Charles A. Hohrein

Notary Public

Rec'd for record June 12 1957 at 2:56 P.M.

Mailed to *John Demyan, Jr.*

PURCHASE MONEY MORTGAGE

From

CHARLES A. HOHREIN and

EMMA E. HOHREIN, his wife

To

THE BANK OF GLEN BURNIE

Block No.....

Received for Record at 11:26 o'clock in Liber No. 132 of one of the Land Records of ANNE ARUNDEL COUNTY & RECORDED IN LIBER NO. 132 FOLIO 373

Cost of Record, \$

LAW OFFICES JOHN DEMYAN, JR. GLEN BURNIE MARYLAND

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES A. HOHREIN and	*	ANNE ARUNDEL COUNTY
EMMA E. HOHREIN, his wife	*	NO. <u>14270</u> EQUITY

STATEMENT OF CLAIM

Advanced to Mortgage Loan	\$ 10,000.00		
Interest from the 1st day of February, 1961 to the 31st day of May, 1961.	<table border="0"> <tr><td style="text-align: right;">142.60</td></tr> <tr><td style="text-align: right;">\$ 10,142.60</td></tr> </table>	142.60	\$ 10,142.60
142.60			
\$ 10,142.60			
Dues paid to date	<table border="0"> <tr><td style="text-align: right;">2,368.96</td></tr> </table>	2,368.96	
2,368.96			
Total amount due under Mortgage	\$ 7,773.64		

THE BANK OF GLEN BURNIE, a body corporate

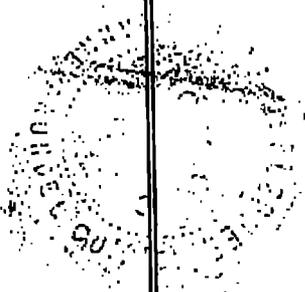
by *G. E. Mergenthaler*
G. E. Mergenthaler, Cashier

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6 day of March 1961; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. E. Mergenthaler, Cashier, of The Bank of Glen Burnie, a body corporate, and he made oath in due form of law that the foregoing Statement of Claim or Account is true and correct as shown on the books of the Bank.

WITNESS my hand and Notarial Seal.

Louise M. Pledger
Louise M. Pledger
Notary Public



1961 MAR -7 11:30

LIBER 132 PAGE 61

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CHARLES A. HOHREIN and
EMMA E. HOHREIN, his wife

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* NO. 14,270 EQUITY
*

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

Charles A. Hohrein and Emma E. Hohrein, his wife

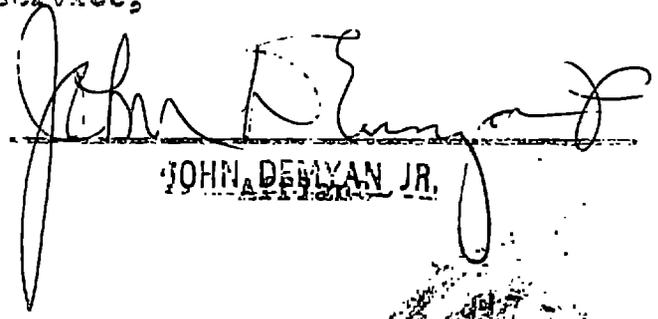
and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) knowledge, information and belief
are

(1) said defendant~~s~~ ^{are} not in the military service of the United States,

(2) said defendant~~s~~ ^{are} not in the military service of any nation allied with the United States,
have

(3) said defendant~~s~~ ^{are} not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
are

(4) said defendant~~s~~ ^{are} not a member of the Enlisted Reserve Corps who has been ordered to report for military service,


JOHN DEMAYAN JR.
AFFIDAVIT

Subscribed and sworn to before me this
6th day of MARCH 1961.

Israelia N. Submen
Notary Public

1961 MAR 7 11:00

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CHARLES A HOHREIN and
EMMA E. HOHREIN, his wife

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* NO. 14270 EQUITY
*

LIBER 132 PAGE 62

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

John Demyan, Jr.

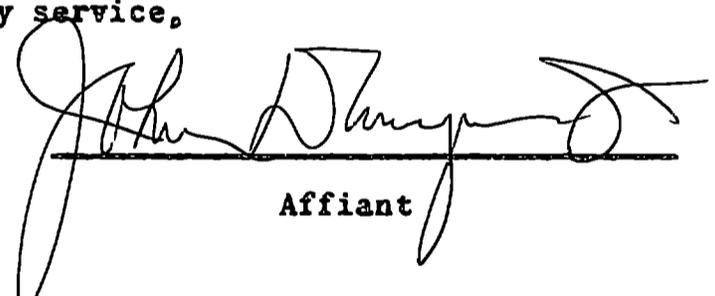
and made oath in due form of law that he (she) knows the defendants herein, and that to the best of his (her) knowledge, information and belief

(1) said defendants^{are}~~six~~ not in the military service of the United States,

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

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

(4) said defendants^{are}~~six~~ 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
22nd day of MARCH 1961.



AMELIA H. TUBMAN
Notary Public

FILED
1961 MAR 23 AM 10:48

8

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

LIBER 132 PAGE 63

LIBER 10 PAGE 548

BOND OF Attorney

To SELL Real Estate

No. 14,270 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., 16 Crain Highway, S. W., Glen Burnie, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand and 00/100 - - - - - Dollars (\$ 9,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of March, in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Charles A. Hohrein & Emma E. Hohrein, h/w to Bank of Glen Burnie bearing date the 6th day of June, 19 57 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1126 Folio 373 ~~XXXX~~

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Amelia H. Tubman
AMELIA H. TUBMAN

John Demyan, Jr. (SEAL)
John Demyan, Jr. (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

3 day of April 1961
George T. Cromwell, Clerk

By *Robert J. Noeth*
Robert J. Noeth
Attorney in fact.

FILED

1961 APR-3 AM 11:21

JOHN DEMYAN, JR.
Attorney At Law
16 Crain Highway, 1.
Glen Burnie, Maryland

**Mortgage
Sale
OF VALUABLE
FEE SIMPLE
PROPERTY**

PROPERTY LOCATED ON
FORT SMALLWOOD ROAD,
PASADENA, THIRD ELECTION
DISTRICT OF ANNE ARUNDEL
COUNTY, MARYLAND

UNDER and by virtue of the
power of sale and authority con-
tained in a Mortgage from
Charles A. Hohrein and Emma E.
Hohrein, his wife, dated June 6,
1957, and recorded among the
Land Records of Anne Arundel
County in Liber G.T.C. 1126 folio
373 (default having occurred
thereunder), the undersigned, the
attorney named in the Mortgage,
will sell at public auction, on the
premises, on,

**TUESDAY,
APRIL 4, 1961
at 11 o'clock A.M.**

All the lot of ground, being,
lying and situate in the Third
Election District of Anne Arun-
del County, State of Maryland,
and described as follows:

BEGINNING for the same at
an iron pipe set where the
East side of the State Road
leading from Jacobsville to
Fort Smallwood intersects the
North line of the conveyance
from Mary E. Davidson and
O. Tilghman Davidson, her
husband, to Robert J. Cre-
men, dated June 8, 1938 and
recorded among the Land
Records of Anne Arundel
County in Liber F.A.M. No.
185, folio 34, and running
from thence, and with the
North line of said conveyance
South 82 degrees 52' East 150
feet; thence leaving said line
and running through part of
the property South 15 degrees
11' West 100 feet to a pipe
and North 82 degrees 52'
West 150 feet to a pipe set on
the East side of the aforemen-
tioned State Road; thence
with the East side of the same
North 15 degrees 11' East 100
feet to the place of beginning.
BEING the same property
which the said Mortgagors
acquired from Melvin R.
Phelps and Ella Mae Phelps,
his wife, by Deed dated June
8, 1957 and recorded among
the Land Records of Anne
Arundel County in Liber
G.T.C. 1126 folio 371.

IMPROVEMENTS: Dwelling
and Tavern

TERMS OF SALE: A cash de-
posit of \$750.00 will be required
of the purchaser at the time and
place of sale, balance of purchase
money upon final ratification of
the sale by the Circuit Court for
Anne Arundel County, and to bear
interest at 6 per cent from the
date of sale to the date of settle-
ment. Taxes and all other ex-
penses, including sanitary district
charges, if any, and all other as-
sessments to be adjusted to date
of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage
ROBERT H. CAMPBELL
Auctioneer • M-30

OFFICE OF

14,270.

Maryland Gazette

LIBER 132 PAGE 64

Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1961

We hereby certify, that the annexed

Mortgage Sale

Charles A. Hohrein,

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 April, 1961. The first

insertion being made the 9th day of

March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

APR -3 PM 2:56

By H. Tilghman

No. 1

10

ROBERT H. CAMPBELL

Auctioneer

LIBER 132 PAGE 65

MORTGAGE SALE

OF VALUABLE

No. 14,270 Equity

Fee Simple Property

PROPERTY LOCATED ON FORT SMALLWOOD ROAD, PASADENA,
THIRD ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY, MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Charles A. Hohrein and Emma E. Hohrein, his wife, dated June 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1126 folio 373 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

TUESDAY, APRIL 4, 1961

at 11 o'clock A. M.

All the lot of ground, being, lying and situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe set where the East side of the State Road leading from Jacobsville to Fort Smallwood intersects the North line of the conveyance from Mary E. Davidson and O. Tilghman Davidson, her husband, to Robert J. Cremen, dated June 8, 1938 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 185, folio 34, and running from thence, and with the North line of said conveyance South 82° 52' East 150 feet; thence leaving said line and running through part of the property South 15° 11' West 100 feet to a pipe and North 82° 52' West 150 feet to a pipe set on the East side of the aforementioned State Road; thence with the East side of the same North 15° 11' East 100 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from Melvin R. Phelps and Ella Mae Phelps, his wife, by Deed dated June 6, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1126, folio 371.

IMPROVEMENTS: Dwelling and Tavern.

TERMS OF SALE: A cash deposit of \$750.00 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILED

JOHN DEMYAN, JR.,
Attorney Named in Mortgage

1961 APR -6 PM 2:31

April 4, 1961

I, Robert Campbell, Auctioneer, do hereby certify that I have sold the property described on the reverse side hereof, to James W. Robinson, 48 HATHON DRIVE, SEVERNA PARK, Maryland. At and for the sum of Ten thousand One hundred (\$10,100.00) Dollars; it being the highest offer therefor and that said sale was fairly made. Deposit of \$750 made this date.

Robert H. Campbell
Robert H. Campbell
Auctioneer
April 4, 1961

I, James W. Robinson, Purchaser agree to have purchased said property described on the reverse side hereof, at and for the sum of \$10,100. Having paid a deposit of \$750^{00/100} and do agree to comply with the terms of said witness:

James W. Robinson
James W. Robinson
Purchaser

Fred. W. Kuethe
Fred. W. Kuethe

Charles A. Hohrein
Charles A. Hohrein

FILED
1961 APR -6 PM 2:31

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES A. HOHREIN and	*	ANNE ARUNDEL COUNTY
EMMA E. HOHREIN, his wife	*	NO. <u>14 270</u> EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Charles A. Hohrein and Emma E. Hohrein, his wife, to The bank of Glen Burnie, a body corporate, dated June 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber C.T.C. 1126 folio 373; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, on Fort Smallwood Road, Pasadena, Maryland, Tuesday April 4, 1961, at 11 o'clock A. M., and then and there sold the said property to -----

James W. Robinson -----

at and for the sum of Ten Thousand One Hundred -----

(\$ 10,100.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

All the lot of ground, being, lying and situate in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

FILED

1961 APR -6 PM 2:31

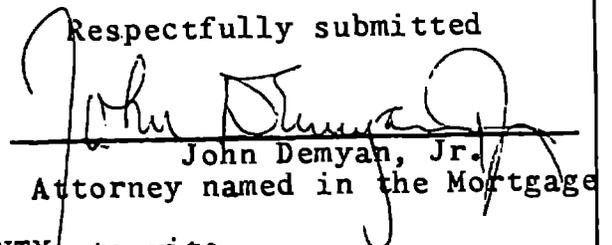
BEGINNING for the same at an iron pipe set where the East side of the State Road leading from Jacobsville to Fort Smallwood intersects the North line of the conveyance from Mary E. Davidson and O. Tilghman Davidson, her husband, to Robert J. Cremen, dated June 8, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185, folio 34, and running from thence, and with the North line of said conveyance South 82° 52' East 150 feet; thence leaving said line and running through part of the property South 15° 11' West 100 feet to a pipe and North 82° 52' West 150 feet to a pipe set on the East side of the aforementioned State Road; thence with the East side of the same North 15° 11' East 100 feet to the place of beginning.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of \$750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted


 John Demyan, Jr.
 Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of April

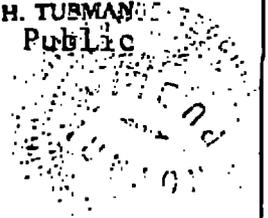
EXHIBIT 132 PAGE 69

1961; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tushman

AMELIA H. TUSMAN
Notary Public



ORDER NISI

LIBER 132 PAGE 70

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CHARLES A. HOHREIN and
versus
EMMA E. HOHREIN, his wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 14,270 Equity

Ordered, this 6th day of April, 1961, That the sale of the
Property in these proceedings mentioned,
made and reported by John Demyan, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th
day of May next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 15th
day of May next.

The report states that the amount of sale was \$ 10,100.00

FILED 1961 APR 6 PM 2:31

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF CHARLES A. HOHREIN and
EMMA E. HOHREIN, his wife
versus

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th 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 re-
quired 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. Boni-Duchett
JUDGE.

FILED

1961 MAY 17 PM 12:34

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

LIBER 132 PAGE 71
LIBER 10 PAGE 558

BOND OF Attorney
To SELL Real Estate

No. 14,270 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., 16 Crain Highway, S. W., Glen Burnie, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand One Hundred and 00/100 - - - - - Dollars (\$ 1,100.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of April, in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Charles A. Hohrein & Emma E. Hohrein, h/w to Bank of Glen Burnie bearing date the 6th day of June, 19 57 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1126 Folio 373 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Amelia H. Tushman

AMELIA H. TUSHMAN

John Demyan, Jr. (SEAL)
John Demyan, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Noeth*
Robert J. Noeth
Attorney in fact

FILED

1961 APR -6 PM 2:31

Maryland Gazette

LIBER 132 PAGE 72

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 8, 1961

We hereby certify, that the annexed _____

Order Nisi Sale

Eq. 14, 270.

Charles A. Hohrein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 _____

successive weeks before the 15th _____

day of May _____, 1961. The first

insertion being made the 13th _____ day of

April _____, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 24189

1961 MAY -8 PM 9:56

H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
NO. 14,270 EQUITY
In the Matter of the Mortgaged
Real Estate of

CHARLES A. HOHREIN and
EMMA E. HOHREIN, his wife

Ordered, this 6th day of April,
1961, That the sale of the Property
in these proceedings mentioned,
made and reported by John Dem-
yan, Jr., Attorney named in
Mortgage BE RATIFIED AND
CONFIRMED, unless cause to
the contrary thereof be shown on
or before the 15th day of May
next; Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three
successive weeks before the 15th
day of May next.

The report states that the
amount of sale was \$10,100.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-4

18

Dr. In the Matter of the Mortgaged Real Estate of Charles A. Hohrein in ac.
and Emma E. Hohrein, his wife

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	335 84	385 84
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	31 50	
Auditor - stating this account	18 00	59 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	73 52	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Speer Publications, Inc. - handbills	14 95	
U.S. Fidelity & Guaranty Co. -bond premiums	40 40	
Robert H. Campbell - auctioneer's fee	45 00	
One-half Federal documentary stamps	5 77	
One-half State documentary stamps	11 55	
Amelia H. Tubman - notary fees	1 50	219 69
To Attorney for Taxes, viz:		
1961 State and County taxes (\$110.69) - 4 months 4 days	38 12	38 12
To The Bank of Glen Burnie, mortgagee - in full for mortgage claim, viz:		
Amount of mortgage claim filed	7,773 64	
Interest thereon @ 6% from 5/31/61 to 7/31/61 - 2 months	77 74	7,851 38
To James W. Robinson, Assignee of second mortgage filed in these proceedings - this balance on account claim filed	1,640 28	1,640 28
		10,194 81
Amount of second mortgage claim filed	4,869 61	
Interest @ 6% on principal balance of \$4,783.13 from 6/15/61 to 7/31/61 - 46 days	36 67	
	4,906 28	
Cr. Amount allowed above	1,640 28	
Balance subject to decree in personam	3,266 00	

with John Demyan, Jr., Attorney named in Mortgage

Cr.

1961				
Apr.	4	Proceeds of Sale	10,100	00
		Interest on deferred payment of		
		\$9,350.00 to 6/5/61	94	81
				10,194 81

10,194 81

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
Charles A. Hohrein
and
Emma E. Hohrein, his wife

No. 14,270 Equity.

ORDERED, This 27th 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 be shown on or before the 31st 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 31st day of July next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of August, 1961, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 AUG -2 PH 3:46 Benjamin Michaelson
Judge.

FILED
1961 JUN 27 AM 10:20

22

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 77

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,270
Auditor Account

Charles A. Hohrein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 31st

day of July, 1961. The first

insertion being made the 29th day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,270 Equity

IN THE MATTER OF THE
MORTGAGED REAL ESTATE
OF

CHARLES A. HOHREIN and
EMMA E. HOHREIN, his wife.

Ordered, this 27th day of June,
1961, That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause,
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
thereof be shown on or before
the 31st day of July next; Pro-
vided, a copy of this Order be in-
serted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 31st day of July
next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
Jy-13

FILED

No. M. C. 21931-2
1961 AUG -2 PM 12:15

23

FRANK ARNOLD, ATTORNEY
NAMED IN MORTGAGE

vs

JESSE BENARD GRIMM, JR
LINDY LEE GRIMM, his wife

: IN THE
: CIRCUIT COURT FOR ANNE ARUNDEL
: COUNTY

No. 14304 Equity

:
:
:
:.....

Mr. Clerk:-

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

Frank Arnold

Frank Arnold, Attorney named in Mortgage.

FILED

1951 MAR 30 AM 10:20

*No. 14, 307 County***This Mortgage,** Made this 27th day of July

in the year one thousand nine hundred and fifty-three between Jesse Benard Grimm, Jr.

Lindy Lee Grimm, his wife

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

Home Building Association of Brooklyn, Inc.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Eight thousand

Dollars

on eighty 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 Jesse Benard Grimm, Jr. and Lindy Lee Grimm, his wife

do grant unto Home Building Association of Brooklyn, Inc.

and its successors and assigns, all those lots

piece or parcels of ground situate and lying in the 5th Election District of Anne Arundel
~~at present known as~~ No. County, State of Maryland

and described as follows: Known and designated as the westernmost one-half of Lot No.

188 and all of Lots Numbers 189 and 190 as laid down and shown on the Plat of Margate which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 3, now recorded in Plat Cabinet One Rod X Plat 3.

BEING the same lots of ground described in a Deed from Lena B. Hill and Dock Lems to the said Mortgagors dated evenly herewith and recorded among the Land Records of Anne Arundel County prior hereto.

EXHIBIT A

FILED

1961 MAR 30 AM 10:21

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, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever; subject to the payment of the yearly rent of \$ in fee simple, payable in equal semi-annual instalments on the days of - and - in each and every year.

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

AND the said Mortgagor, 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 eighty shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said eighty shares, and also to pay weekly, the sum of twelve

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 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 sixty-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, 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 Frank Arnold, 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 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 and their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hand and seal of the said Mortgagor

TEST:

Frank Arnold

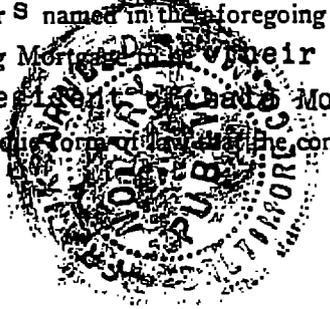
Jesse Benard Grimm, Jr. (SEAL)
Liddy Lee Grimm (SEAL)

STATE OF MARYLAND, Baltimore County

SS:

I HEREBY CERTIFY, that on this 27th day of July in the year one thousand nine hundred and fifty-three, before me, a Notary Public of the State of Maryland, in and for Baltimore County, State aforesaid, personally appeared

Jesse Benard Grimm, Jr. and Lindy Lee Grimm, his wife the Mortgagor^s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage as their act. At the same time also appeared J. Hammond Geis President of said 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.



Frank Arnold

Frank Arnold, Notary Public
Recorded: August 8, 1953 at 10.25 A.M.

4

FRANK ARNOLD,
ATTORNEY NAMED IN MORTGAGE

VS

JESSE BENARD GRIMM, JR

LINDY LEE GRIMM, his wife

:
: IN THE
:
: CIRCUIT COURT FOR ANNE
:
: ARUNDEL COUNTYZ

No. 14,504 Equity

.....

STATEMENT OF MORTGAGE DEBT

Amount of Loan	\$ 8000.00	
Less total amount of dues paid by borrowers	<u>1494.56</u>	\$6505.44
Expense Account:		
Total amount paid out of the Expense Account by the Association		<u>135.13</u>
		\$ 6640.57
Add: Interest 24 weeks to and including April 3, 1961		<u>192.96</u>
Balance		\$ 6633.53

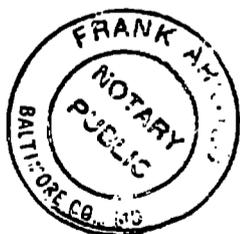
Home Building Association of Brooklyn, Inc.,
By Milton E. Lippert
Milton E. Lippert, Secretary

STATE OF MARYLAND, BALTIMORE COUNTY TO WIT:

I hereby certify that on this 9 day of March 1961 before me a Notary Public of the State of Maryland in and for Baltimore County, State aforesaid personally appeared Milton E. Lippert, Secretary of the Home Building Association of Brooklyn, Inc and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause, now remaining due and unpaid.

As witness my hand and Notarial Seal.

Frank Arnold
Frank Arnold, Notary Public.



FILED

1961 MAR 30 AM 10:21

5

FRANK ARNOLD, ATTORNEY NAMED IN MORTGAGE

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 132 PAGE 83

VS

JESSE BENARD GRIMM, JR
LINDY LEE GRIMM, his wife

No. 14304 Equity

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:-

On this *29th* day of *March* 1961 appeared Frank Arnold

Plaintiff in the above entitled cause who being duly sworn according to law deposed and said that Jesse Benard Grimm, Jr and Lindy Lee Grimm, his wife are owners and Mortgagors of the property described in the Mortgage filed in these proceedings and upon diligent inquiry it has been found that Jesse Benard Grimm, Jr and Lindy Lee Grimm, his wife are not now in the military service of the United States

Frank Arnold
Frank Arnold, Affiant.

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

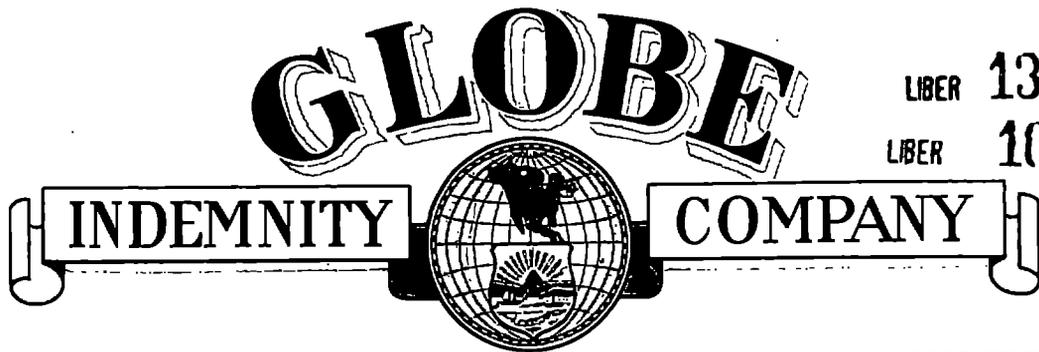


John K. Barbours Jr
Notary Public

FILED

1961 MAR 30 AM 10:20

6



LIBER 132 PAGE 84

LIBER 10 PAGE 557

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #14,304

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Frank Arnold as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand Dollars (\$10,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of April, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Jesse Benard Grimm, Jr. and Lindy Lee Grimm, h/w to Home Building Association of Brooklyn, Inc. bearing date on or about the 27th day of July, 1953, the said Frank Arnold 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 Frank Arnold 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

Bond approved this 2 day of April, 1961
George T. Cromwell, Clerk

Frank Arnold (SEAL)
 Frank Arnold PRINCIPAL

WITNESS:

Ethel M. Carle
 Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

1961 APR -6 PM 2:14

FRANK ARNOLD, Solicitor
1309 Court Square Bu
Baltimore 2, Maryla.

**Attorney's
Sale**

**OF VALUABLE
FEE SIMPLE
PROPERTY**

LOCATED AT MARGATE,
5TH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MD.

Pursuant to the power and au-
thority contained in a mortgage
from Jesse Benard Grimm, Jr.
and Lindy Lee Grimm, his wife
to Home Building Association of
Brooklyn, Inc., dated July 27,
1953 and recorded among the
Land Records of Anne Arundel
County in Liber. J.H.H. No. 774
folio 220. etc. (default having oc-
curred thereunder) the undersig-
ned Attorney named in mortgage
will sell at public auction on the
premises on

**Friday, May 5, 1961
At 2 O'Clock P.M.**

All that lot of ground together
with the improvements thereon
lying and being and situate in the
5th Election District of Anne
Arundel County Md. and de-
scribed as follows: Being known
and designated as the western-
most one-half of Lot No. 188 and
all of Lots Nos. 189 and 190 as
laid down and shown on the Plat
of Margate which Plat is duly re-
corded among the Land Records
of Anne Arundel County in Plat
Cabinet One Rod X Plat 3.

Being same lot described in a
Deed from Lena B. Hill and Dock
Lems to the said Mortgagors dated
July 27, 1953 and recorded among
the Land Records of Anne Arun-
del County prior hereto.

Improved by six room house
and out-buildings.

Terms of Sale: a cash deposit
of \$500.00 will be required of
purchaser at time and place of
sale; balance of purchase money
upon final ratification of sale by
the Circuit Court for Anne Arun-
del County and to bear interest
from day of sale to day of settle-
ment. Taxes and all other expen-
ses including sanitary district
charges and special assessments
if any to be adjusted to date of
sale.

FRANK ARNOLD,
Attorney named in Mortgage
SAM. W. PATTISON & CO.,
Auctioneers M-4

Nc

8

14,304

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 85

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 8, 1961

We hereby certify, that the annexed

Attorney's Sale
Jesse Benard Grimm, 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 5th

day of May, 1961. The first

insertion being made the 13th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY 8 PM 3:56 W. J. Johnson

FRANK ARNOLD, ATTORNEY NAMED IN THE MORTGAGE

VS

JESSE BENARD GRIMM, Jr
LINDY LEE GRIMM, his wife: IN THE
: CIRCUIT COURT FOR
: ANNE ARUNDEL COUNTY
: Equity No.14304

: ; ; ; ; ;

TO THE HONORABLE JUDGE OF SAID COURT:

The Report of Sale of Frank Arnold, Attorney named in the Mortgage dated July 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No.774 folio 220 from Jesse Benard Grimm, Jr and Lindy Lee Grimm, his wife to The Home Building Association of Brooklyn, Inc., 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, Frank Arnold 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 5th day of May 1961 at 2 p.m. attend on the premises and then and there sold the property situate and lying and being in Anne Arundel County:-

All that lot of ground together with the improvements thereon lying and being and situate in the 5th Election District of Anne Arundel County Md. and described as follows: Being known and designated as the westernmost one-half of Lot No.188 and all of Lots Nos.189 and 190 as laid down and shown on the Plat of Margate which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet One Rod X Plat 3. Being same lot described in a Deed from Lena B. Hill and Dock Lems to the said Mortgagors dated July 27, 1953 and recorded among the Land Records of Anne Arundel County prior hereto.

By terms of sale a cash deposit of five hundred dollars (\$500.00) 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 date of sale.

The property was sold to William O. Clauss & Sons, Inc. for Seventy-four hundred Dollars (\$7400.00) said purchaser being then and there the highest bidder.

FILED *Frank Arnold Attorney named in mortgage*
Frank Arnold, Attorney named in the Mortgage.

1961 MAY 16 AM 9:20

STATE OF MARYLAND BALTIMORE CITY

to wit:-

I HEREBY CERTIFY that on this 9th day of May 1961 before me the Subscriber, a Notary Public of the State of Maryland in and for Baltimore City, State aforesaid personally appeared Frank Arnold, 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 thereof reported was fairly made.

WITNESS my hand and Notarial Seal.

FRANK ARNOLD, Solicitor
1309 Court Square Building,
Baltimore 2, Maryland

**Attorney's
Sale
OF VALUABLE
FEE SIMPLE
PROPERTY**

LOCATED AT MARGATE,
5TH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MD.
Pursuant to the power and authority contained in a mortgage from Jesse Benard Grimm, Jr. and Lindy Lee Grimm, his wife to Home Building Association of Brooklyn, Inc., dated July 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 774 folio 220, etc. (default having occurred thereunder) the undersigned Attorney named in mortgage will sell at public auction on the premises on

**Friday, May 5, 1961
At 2 O'Clock P.M.**

All that lot of ground together with the improvements thereon lying and being and situate in the 5th Election District of Anne Arundel County Md. and described as follows: Being known and designated as the western-most one-half of Lot No. 188 and all of Lots Nos. 189 and 190 as laid down and shown on the Plat of Margate which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet One Rod X Plat 3.

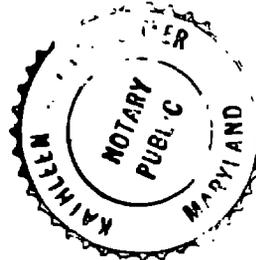
Being same lot described in a Deed from Lena B. Hill and Dock Lems to the said Mortgagors dated July 27, 1953 and recorded among the Land Records of Anne Arundel County prior hereto.

Improved by six room house and out-buildings.

Terms of Sale: a cash deposit of \$500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses including sanitary district charges and special assessments if any to be adjusted to date of sale.

FRANK ARNOLD,
Attorney named in Mortgage
SAM. W. PATTISON & CO.,
Auctioneers

Kathleen L. Thalhimer
Notary Public.



10

ORDER NISI

LIBER 132 PAGE 88

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,304 Equity

Frank Arnold, Attorney named in
the Mortgage
versus
Jesse Benard Grimm, Jr.
Lindy Lee Grimm, his wife

Ordered, this 16th day of May, 1961, That the sale of the property in these proceedings mentioned made and reported by Frank Arnold, Attorney named in the Mortgage

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.

The report states that the amount of sale was \$ 7,400.00

Filed May, 16, 1961

True Copy,

George T Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

Frank Arnold, Attonney named in
the Mortgage
versus
Jesse Benard Grimm, Jr.
Lindy Lee Grimm, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of June, 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. Bonnie Duckett
JUDGE.

FILED

[96] JUN 21 PM 12:12

FRANK ARNOLD, ATTORNEY NAMED IN THE MORTGAGE

VS

JESSE BENAHD GRIMM, JR
LINDY LEE GRIMM, his wife

: IN THE
: CIRCUIT COURT FOR
: ANNE ARUNDEL COUNTY
: EQUITY NO. 14304

;;; No. 14,304

CERTIFICATION.

We hereby certify that on the 5th day of May, 1961 we sold at public auction for the highest price obtainable to William Claus and Son, Inc, the property described as follows:-

All that lot of ground together with the improvements thereon lying and being and situate in the 5th Election District of Anne Arundel County, Md. and described as follows: Being known and designated as the westernmost one-half of Lot No. 188 and all of Lots Nos. 189 and 190 as laid down and shown on the Plat of Margate which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet One Rod X Plat 3.

BEING the same lots described in a Deed from Lena B. Hill and Dock Lems to the said Mortgagors dated July 27, 1953 and recorded among the Land Records of Anne Arundel Courty prior hereto.

At and for the price of Seventy-four hundred dollars (\$7400.00).

As witness my hand and seal.


Sam W. Pattison Rea T/A
Sam W. Pattison & Co.

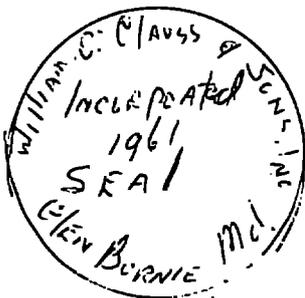
We hereby certify that we purchased the above described property and for the price of \$7400.00.

In testimony whereof the said body corporate has affixed its corporate seal hereto and has caused these premises to be signed by
President.

William Claus and Son., Inc

By 

William O. Claus, President.



FILED

1961 MAY 26 AM 10:10

Maryland Gazette

LIBER 132 PAGE 90

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 14,304 Equity
Frank Arnold, Attorney named in the Mortgage

versus

JESSE BENARD GRIMM, JR.
LINDY LEE GRIMM, his wife

Ordered, this 16th day of May, 1961, That the sale of the property in these proceedings mentioned made and reported by Frank Arnold, Attorney named in the Mortgage, 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.

The report states that the amount of sale was \$7,400.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq 14, 304

Jesse Benard Grimm, 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 19th

day of June, 1961. The first

insertion being made the 18th day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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1961 JUN 12 PM 2:22

13

Dr. Frank Arnold, Attorney named in Mortgage vs. Jesse Bernard Grimm, Jr., and Lindy Lee Grimm, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	253	85	353	85
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	40	00		
Sam W. Pattison & Co.- auctioneer's fee	245	00		
One-half Federal documentary stamps	4	12		
One-half State documentary stamps	8	25		
Kathleen C. Thalheimer - notary fee		50		
John K. Barbour, Jr. - notary fee		50	383	13
To Home Building Association of Brooklyn, Inc., mortgagee - this balance on account mortgage claim	6,762	86	6,762	86
			7,551	34
Amount of mortgage claim filed	6,833	53		
Interest @ 6% on principal balance of \$6,505.44 from 4/3/61 to 8/8/61 - 4 months 5 days	135	43		
Cr. Amount allowed above	6,968	96		
	6,762	86		
Balance subject to decree in personam	206	10		

with

Frank Arnold, Attorney named in Mortgage

Cr.

1961

May

5

Proceeds of Sale

7,400 00

Interest on deferred payment of
\$6,900.00 to 6/26/61

61 60

7,461 60

Refund 1961 State and County taxes -
6 months 4 days

54 66

Refund 1961 water and sewer benefit
charges 6 months 4 days

35 04

89 74

7,551 34

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Frank Arnold,
Attorney named in Mortgage
VERSUS
Jesse Bernard Grimm, Jr.,
and
Lindy Lee Grimm, his wife

No. 14,304

Equity.

ORDERED, This 5th day of July, 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 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 14th day of August next.

George T. Cromwell Clerk

FILED JUL -5 PM 12:15 1961

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of August, 1961, that the foregoing 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 proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 AUG 15 PM 3:19

Matthew S. Evans

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 95

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,304
Auditor Account

Jesse Bernard Grimm, 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 14th

day of August, 1961. The first

insertion being made the 13th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. P. Gilman

Order Nisi
 IN THE
 CIRCUIT COURT
 FOR
 ANNE ARUNDEL COUNTY
 No. 14,304 Equity
 FRANK ARNOLD, Attorney
 named in Mortgage
 versus
 JESSE BERNARD GRIMM, JR.,
 and
 LINDY LEE GRIMM, his wife
 Ordered, this 5th day of July,
 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 there-
 of be shown on or before the 14th
 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 14th day of August
 next.
 GEORGE T. CROMWELL, Clerk
 True Copy, TEST:
 GEORGE T. CROMWELL, Clerk
 Jy-27

FILED

No. M1961-2488-2 P12:16

18

GEORGE BOUNELIS and
LUCILLE BOUNELIS, his wife
835 Bay Ridge Avenue
Anneapolis, Maryland

Complainants

VS

FRANK P. HOLLAND
last known address
Eastport, Maryland
and all other persons having or
claiming to have any right, title,
interest, estate or demand in and
to all that parcel of land situate
in the Sixth Election District of
Anne Arundel County, being known
and designated a "Part of Lots 14,
15, and 16, Bay Ridge Road, and
being the identical lot of ground
which was conveyed to the said
Frank P. Holland by William N. Burns
and wife by a Deed dated July 21,
1908, and recorded among the Land
Records of Anne Arundel County in
Liber GW #63 folio 364.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14,159

BILL OF COMPLAINT TO FORECLOSE
RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of George Bounelis and Lucille Bounelis, his wife, Complainants, by Arthur A. Anderson, Jr., their Solicitor, respectfully shows unto this Honorable Court:

1. That on October 9, 1939, John M. Green, then Treasurer of Anne Arundel County, and Collector of County and State taxes for said County, sold at public auction, for unpaid taxes pursuant to the authority vested in him by Article 2, Code of Public Local Laws of Maryland, in force at that time; the parcel of land situated in the Sixth Election District of Anne Arundel County and known and designated as Part of Lots 14, 15, and 16, Bay Ridge Road; that said parcel of land was purchased at said sale by John Segelken, at and for the sum of \$500.00, which said sum of \$500.00 was upon ratification of said sale paid unto the then Treasurer of Anne Arundel County; that said sale was reported to the Circuit Court for Anne Arundel County and by the Court finally ratified on October 25, 1940. (See Tax Sale #4788, recorded in Tax Sale Records JHH #28 folio 113)

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1960 DEC 29 PM 3:45

2. That by Deed dated November 5, 1940, and recorded among the Land Records of Anne Arundel County in Liber JHH #228 folio 181, James A. Walton, then Treasurer of Anne Arundel County, conveyed said parcel of land herein before described, to John Segelken. A certified copy of which is annexed hereto and prayed to be taken as a part hereof and marked as "Complainants' Exhibit No. 1".

3. That by deed dated July 20, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH 633 folio 510, the said John Segelken and wife conveyed unto George Bounelis and Lucille Bounelis, his wife, Complainants, herein a portion of the parcel of land described in the aforementioned Deed from James A. Walton, Treasurer to the said John Segelken described as follows:

BEGINNING for the same at an iron pipe set on the South-easterly side of Bay Ridge Avenue, said pipe being in the divisional line between Lots Nos. 1 and 2, as shown on drawing prepared by T.T. Pantaleo, and entitled "SUBDIVISION OF PART OF JOHN S. SEGELKEN PROPERTY - PLAT No. 2, BAY RIDGE AVENUE, EASTPORT, Etc." and dated March 15, 1944, and running thence from said point of beginning and along said divisional line South 53 degrees 24 minutes East, 85.99 feet to an iron spike there set; said iron spike being in the Westerly line of a two foot wide strip of land conveyed to Marie A. Phipps and husband by John S. Segleken and wife, by deed dated August 9, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH No. 242, folio 104; and running thence along part of said two foot wide strip South 36 degrees 24 minutes East, 90.0 feet to an iron pipe set at the end thereof; and said pipe also being on the Northerly side of a 20 foot wide alley; thence along the said side of said alley South 53 degrees 21 minutes West, 14.25 feet to a stake there set, said stake being in the divisional line between Lots Nos. 2 and 3; thence along said divisional line with part of the line passing through the center line partition wall between house No. 835 and House No. 837 Bay Ridge Avenue, North 53 degrees 25 minutes West, 172.82 feet to an iron pipe set on the said side of Bay Ridge Avenue, thence with the said side of Bay Ridge Avenue North 43 degrees 31 minutes East, 40.31 feet to the place of beginning. Containing 5,800 square feet of land, more or less, and being designated as Lot No. 2, Subdivision of part of John Segelken Property - Plat No. 2, Bay Ridge Avenue, Eastport, Maryland. (Certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked "Complainants' Exhibit No.2)

4. That the Complainants' desire avail themselves of the right to foreclose all rights of redemption in and to so much of the parcel of land sold to John Segelken at the aforementioned tax sale and conveyed to him by the aforementioned deed from James A. Walton, Treasurer, as is described in the aforementioned deed from John Segelken and wife to the Complainants and herein before

particularly described.

5. That in accordance with the provisions of Section 99 of Article 81 of the Annotated Code of Maryland (1957 Edition), Certificate of Tax Sale No. 3021-B, dated December 2, 1960, was issued by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of State and County taxes for said county, covering the fee simple property described as follows:

Part of lots 14, 15, and 16, situated on the Bay Ridge Road.

Which description is substantially the same as the description of said parcel of land appearing on the Collector's Tax Roll at the time of said tax sale and assessed to Frank P. Holland, Respondent herein on October 9, 1939, and is intended to describe the same property, the fee simple title to a portion of which is now vested in the Complainants herein, under and by virtue of the Deed herein referred to from John Segelken and wife and filed herewith as Complainants' Exhibit #2. (Original of said Certificate of Tax Sale is annexed hereto and prayed to be taken as a part hereof and marked "Complainants' Exhibit #3").

6. That a search of the Land Records of Anne Arundel County and of the Law and Equity records and of the records of the Register of Wills for Said County disclose that, except for the tax sale herein before recited, and the chain of title devolving there from, the owner of the parcel of land described in the aforementioned tax sale and of that portion thereof described in the aforementioned Deed from John Segelken to the within Complainants is Frank P. Holland, the Respondent herein.

7. That although more than a year and a day from the time of the sale of the said property has expired, the said property has not been redeemed by any party in interest and this proceeding to foreclose the rights of redemption therein is brought within two years from the date of the issuance of the aforementioned Certificate of Tax Sale.

8. That the amount necessary for the redemption of the property herein before described in the deed from John Segelken to the within Complainants is the purchase price of said property as it appears on the face of the aforementioned Certificate of Tax Sale #3021-B, together with interest thereon at the rate of six percent (6%) per annum from the date of sale to the date of redemption, and all other taxes or public charges thereon accruing subsequent to the date of sale, together with interest and penalties thereon to the date of redemption, and the total expenditures made by the Complainants and their predecessors in title in improving said property many years after the date of said sale, together with the total disbursements made by the Complainants herein in accordance with the provisions of Chapter 540, Laws of Maryland, 1941, and Acts amendatory thereto.

TO THE END THEREFORE:

a. That this Honorable Court pass a final decree foreclosing all rights of redemption of the Respondant and of all other persons having or claiming to have any interest in and to the portion of the parcel of land described in the herein mentioned tax sale which is more particularly described in the aforementioned deed from John Segelken and wife to the Complainants.

b. That this Honorable Court pass a final decree vesting in the Complainants, an absolute and indefeasible title, in fee simple, in and to the portion of the parcel of land described in the aforementioned tax sale and described in the aforementioned deed from John Segelken to the Complainants, and barring all rights of redemption and foreclosing all prior and subsequent alienations and descents of said property and all encumbrances thereon, except public easements to which the property is subject and taxes and other public liens accruing subsequent to the date of the aforementioned tax sale.

c. That a writ of subpoena be issued to the Respondant, Frank P. Holland, last known address Eastport, Maryland, commanding him to be and appear in this Court on some day certain to be named therein and answer the Bill of Complaint and redeem the said property and abide by and perform such decrees or orders as may be passed therein and warning him that in the case of failure to do so a final decree will be rendered foreclosing all rights of redemption in the aforesaid property..

d. That an Order of Publication be passed giving notice to the Respondant Frank P. Holland, and all persons, known or unknown, having or claiming to have any interest in the aforesaid property of the object and substance of this Bill of Complaint, and warning him to be and appear in this court in person or by solicitor on or before the day of , 1961, and to show cause, if any he may have, why decree or decrees should not be passed as prayed.

e. That the Complainants may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, ETC.

George Bounelis
George Bounelis

Lucille Bounelis
Lucille Bounelis

Arthur A. Anderson, Jr.
Arthur A. Anderson, Jr.
Solicitor for the Complainant
200 Duke of Gloucester St.
Annapolis, Maryland
Colonial 8-1729

I HEREBY Certify, That on this 22 day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared George Bounelis and Lucille Bounelis, his wife. and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complainant are true and correct to the best of their information, knowledge, and belief



Gail L. Schilling
Gail L. Schilling, Notary Public

U. S. INT. REV. \$.55. STATE OF MD. \$.50.

THIS DEED, made this 5th day of November, 1940, by and between James A. Walton, Treasurer of Anne Arundel County, party of the first part, and John Segelken, party of the second part, Grantee.

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 1938, and assessed to Frank P. Holland, and John M. Green, late 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 the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 9th day of October, 1939, the said John M. Green, late County Treasurer as aforesaid, sold said property hereinafter described at public sale to John Segelken of Anne Arundel County at and for the sum of FIVE HUNDRED DOLLARS, it being then and there the highest offer 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 the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on October 25, 1940, and

WHEREAS, subsequent to said sale the said John M. Green departed this life during his term of office and the said James A. Walton was duly appointed Treasurer of Anne Arundel County, with full power and authority by law to execute this deed.

NOW THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of FIVE DOLLARS and other good and valuable considerations paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said James A. Walton, Treasurer of Anne Arundel County, does hereby grant and convey unto the said John Segelken, his heirs and assigns, in fee simple, all that lot, piece or parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, located on the South side of the Public Road leading from Eastport to Thomas' Point distant 650 feet in a Southwesterly direction from the South corner of said Public road and State Street as laid out and designated on a Plat of the property of said William N. Burns and running thence with the Southeast side of said Public Road South 54 degrees west 70 feet, thence South 34 degrees West 57 feet, more or less to a hedge fence thence with said hedge fence in a Southeast direction for the distance of 187 feet, more or less to an alley 20 feet wide thence with said alley in a Northeast direction for the distance of 105 feet, more or less to Lot No. 13, on said Plat, thence in a Northwest direction for the distance of 187 feet, more or less to

John M. Green
John Segelken
 1940

the point of beginning. Being a part of lots Nos. 14, 15 and 16 on a Plat of the property of said William N. Burns.

BEING the same property which was conveyed to Frank P. Holland by William N. Burns and Sarah A. Burns, his wife, by deed dated July 21, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 63, folio 364.

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 John Segelken, his heirs and assigns forever.

WITNESS the hand and seal of the above named Grantor.

TEST:

Lina Johnson.

JAMES A. WALTON. (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 5th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James A. Walton, Treasurer of Anne Arundel County, and duly acknowledged the foregoing instrument to be his act and DEED.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL).

Lina Johnson.
Notary Public.

Recorded November 15, 1940, at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing.....PHOTOSTAT.....is truly taken and copied from Liber J.H.H. No. 228 folio 181 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 19th day of December

A. D. 1960

George J. Cromwell
Clerk of the Circuit Court for Anne Arundel County

1950 DEC 29 PM 3:45



BOOK 030 PAGE 510

132-103

THIS DEED, made this 20th day of July, 1951, by and between JOHN S. SEGELKEN and SARAH ISABELLE SEGELKEN, his wife, Grantors and GEORGE BOUNELIS and LUCILLE BOUNELIS, his wife, Grantees.

WITNESSETH, that for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is acknowledged, the said Grantors do hereby grant and convey unto the said George Bounelis and Lucille Bounelis, his wife, as tenants by the entirety, their heirs and assigns, in fee simple, all that lot of ground situate, lying and being in the City of Annapolis (formerly the Second Election District of Anne Arundel County, Eastport), Maryland and described as follows:

BEGINNING for the same at an iron pipe set on the Southeasterly side of Bay Ridge Avenue, said pipe being in the divisional line between Lots Nos. 1 and 2, as shown on drawing prepared by T. T. Pantaleo, and entitled " SUBDIVISION OF PART OF JOHN S. SEGELKEN PROPERTY - PLAT No. 2, BAY RIDGE AVENUE, EASTPORT, Etc. " and dated March 15, 1944, and running thence from said point of beginning and along said divisional line South 53 degrees 24 minutes East, 85.99 feet to an iron spike there set; said iron spike being in the Westerly line of a two foot wide strip of land conveyed to Marie A. Phipps and husband by John S. Segelken and wife, by deed dated August 9, 1941, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 242, folio 104; and running thence along part of said two foot wide strip South 36 degrees 24 minutes East, 90.0 feet to an iron pipe set at the end thereof; said pipe also being on the Northerly side of a 20 foot wide alley; thence along the said side of said alley South 53 degrees 21 minutes West, 14.25 feet to a stake there set, said stake being in the divisional line between Lots Nos. 2 and 3; thence along said divisional line with part of the line passing through the center line partition wall between House No. 835 and House No. 837 Bay Ridge Avenue, North 53 degrees 25 minutes West, 172.82 feet to an iron pipe set on the said side of Bay Ridge Avenue, thence with the said side of Bay Ridge Avenue North 43 de-

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1960 DEC 29 PM 3:46

Complainants' Exhibit No. 2

gress 31 minutes East, 40.31 feet to the place of beginning. Containing 5,800 square feet of land, more or less, and being designated as Lot No. 2, Subdivision of part of John S. Segalman Property - Plat No. 2, Bay Ridge Avenue, Eastport, Maryland.

BEING and intended to be a part of the lot of ground which was conveyed to the Grantors by *James C. Walton, Treasurer*, by deed dated the 28th day of *March*, 1944 and recorded among the Land Records of Anne Arundel County in Liber *J.H. 303*, folio *138*.

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, unto and to the proper use and benefit of the said George Bounalis and Lucille Bounalis, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said Grantors hereby covenant that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

Witness:

John S. Segalman (SEAL)
John Segalman
S.

Naomi K. Cox
Naomi K. Cox

Sarah Isabelle Segalman (SEAL)
Sarah Isabelle Segalman

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 20th day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN S. SEOKLKEN and SARAH ISABELLE SEOKLKEN, his wife, the above named Grantors and they acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

Naomi K. Cox
Naomi K. Cox, Notary Public



NOTE; No title examination has been made in preparation of this Deed.

Recorded: July 24, 1951 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing PHOTOSTAT is truly taken and copied from Liber J.H.H. No. 633 folio 510 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 19th day of December A. D. 1960.

George J. Cromwell
Clerk of the Circuit Court for Anne Arundel County



Case # 4788

N^o 3021-B CERTIFICATE OF TAX SALE LIBER 132 PAGE 106

I, Edward M. Dunn Jr, Successor to John M. Green, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 9, 1959, I sold to John Legelken at public auction for the sum of 500.00 Dollars and

00 Cents, of which 500.00 Dollars has been paid as a deposit on the property in Dist 2 described as Part 2 Lots 14-15-16 situated on the Bay Ridge Road

and assessed to Frank P. Holland

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 10, 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 2nd day of December 1960

Edward M. Dunn Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

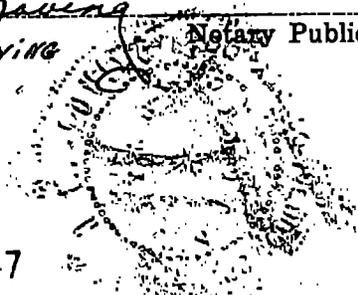
I hereby certify, that on this 2nd day of DECEMBER, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loying
RUTH M. LOYING Notary Public.

My Commission Expires May 1, 1961
FILED

Complainants' Exhibit 1960. DEC 29 PM 3:47



GEORGE BOUNELIS and *
LUCILLE BOUNELIS, HIS WIFE *
835 Bay Ridge Avenue *
Annapolis, Maryland *
Complainants *

LIBER 132 PAGE 107
IN THE

VS *

FRANK P. HOLLAND *
last known address *
Eastport, Maryland, *
and all other persons having or *
claiming to have any right, title *
interest, estate or demand in and *
to all that parcel of land sit- *
uate in the Sixth Election Dis- *
trict of Anne Arundel County, be- *
ing known and designated as "Part *
of Lots #14, #15, and #16, Bay *
Ridge Road, and being the identi- *
cal lot of ground which was conv- *
eyed to the said Frank P. Holland *
by William N. Burns and wife by a *
Deed dated July 21, 1908, and re- *
corded among the Land Records of *
Anne Arundel County in Liber GW *
#63 folio 364. *

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14,159

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in and to the following described property situate in the ~~Second~~ ^{SIXTH} Election District of Anne Arundel County and described as follows:

BEGINNING for the same at an iron pipe set on the Southeasterly side of Bay Ridge Avenue, said pipe being in the divisional line between Lots Nos. 1 and 2, as shown on drawing prepared by T.T. Pantaleo, and entitled "SUBDIVISION OF PART OF JOHN S. SEGELKEN PROPERTY - PLAT No. 2, BAY RIDGE AVENUE, EASTPORT, Etc." and dated March 15, 1944, and running thence from said point of beginning and along said divisional line South 53 degrees 24 minutes East, 85.99 feet to an iron spike there set; said iron spike being in the Westerly line of a two foot wide strip of land conveyed to Marie A. Phipps and husband by John S. Segelken and wife, by a deed dated August 9, 1941, and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH No. 242, folio 104; and running thence along part of said two foot wide strip South 36

FILED

1960 DEC 29 PM 3:46

degrees 24 minutes East, 90.0 feet to an iron pipe set at the end thereof; said pipe also being on the Northerly side of a 20 foot wide alley; thence along the said side of said alley South 53 degrees 21 minutes West, 14.25 feet to a stake there set, said stake being in the divisional line between Lots Nos. 2 and 3; thence along said divisional line with part of the line passing through the center line partitional wall between House No. 835 and House No. 837 Bay Ridge Avenue, North 53 degrees 25 minutes West, 172.82 feet to an iron pipe set on the said side of Bay Ridge Avenue, thence with the said side of Bay Ridge Avenue North 43 degrees 31 minutes East 40.31 feet to the place of beginning. Containing 5,800 square feet of land, more or less, and being designated as Lot no. 2, Subdivision of part of John S. Segelken Property - Plat No. 2 Bay Ridge Avenue, Eastport Maryland.

Being a portion of that parcel of land which was on October 9, 1939 sold at public auction of John M. Green, County Treasurer and Collector of taxes for Anne Arundel County, for unpaid taxes and being a portion of the property described on the Collector's Tax Roll at the time of said tax sale as "Part of Lots 14, 15, and 16, Bay Ridge Road and assessed to Frank P. Holland, whose last known address is Eastport Maryland, and being a portion of the property which by deed dated July 21, 1908 recorded among the Land Records of Anne Arundel County in Liber GW #63 folio 364 was conveyed by William N. Burns and wife unto the said Frank P. Holland.

The Bill of Complaint states, among other things, the amount necessary to the redemption of the said property herein described and that although more than a year and a day from the date of sale has expired the said property has not been redeemed by any party having an interest therein.

It is there upon this *29th* day of *December* 1960, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given, by the insertion of a copy of this order in one newspaper of general circulation in Anne Arundel County, once a week for four successive weeks, before the *9th* day of *March* 1961, warning all persons interested or claiming to have an interest in said property to be an appear in this Honorable Court, on or before the *9th* day of *March*, 1961, and redeem said property or answer the Bill of Complaint herein filed, or thereafter final decree shall be rendered foreclosing all rights of redemption in said property and vesting in the Complainants a fee simple title free and clear of all encumbrances.

George J. Cromwell, Clerk.

ARTHUR A. ANDERSON, JR.
Attorney at Law
200 Duke of Gloucester St.
Annapolis, Mary.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY

Equity No. 14,159

GEORGE BOUNELIS and
LUCILLE BOUNELIS, his wife
835 Bay Ridge Avenue
Annapolis, Maryland

Complainants

VS.

FRANK P. HOLLAND
last known address
Eastport, Maryland,
and all other persons having or
claiming to have any right, title,
interest, estate or demand in and
to all that parcel of land situate
in the Sixth Election District of
Anne Arundel County, being
known and designated as "Part of
Lots Nos. 14, 15, and 16, Bay Ridge
Road, and being the identical lot
of ground which was conveyed to
the said Frank P. Holland by Wil-
liam N. Burns and wife by a Deed
dated July 21, 1908, and recorded
among the Land Records of Anne
Arundel County in Liber GW No.
63 folio 364.

**Order of
Publication**

The object of this proceeding is
to secure the foreclosure of all
rights of redemption in and to the
following described property sit-
uate in the Sixth Election District
of Anne Arundel County and de-
scribed as follows:

BEGINNING for the same at an
iron pipe set on the Southeastery
side of Bay Ridge Avenue, said
pipe being in the divisional line be-
tween Lots Nos. 1 and 2, as shown
on drawing prepared by T. T. Pan-
taleo, and entitled "SUBDIVISION
OF PART OF JOHN S. SEGEL-
KEN PROPERTY - PLAT No. 2,
BAY RIDGE AVENUE, EAST-
PORT, Etc.," and dated March 15,
1944, and running thence from
said point of beginning and along
said divisional line South 53 de-
grees 24 minutes East, 85.99 feet
to an iron spike there set; said
iron spike being in the Westerly
line of a two foot wide strip
of land conveyed to Marie A.
Phipps and husband by John
S. Segelken and wife, by a deed

No.

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 110

CERTIFICATE OF PUBLICATION

Annapolis, Md., *February 6*, 19*61*

We hereby certify, that the annexed

Order of Publication
Eq. 14,159

Frank P. Holland

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for *4*

successive weeks before the *9th*

day of *March*, 19*61*. The first

insertion being made the *5th* day of

January, 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

By *[Signature]*
1961

dated August 9, 1941, and recorded among the Land Records of Anne Arundel County, Maryland in Liber JEH No. 242, folio 104; and running thence along part of said two foot wide strip South 36 degrees 24 minutes East, 90.0 feet to an iron pipe set at the end thereof; said pipe, also being on the Northerly side of a 20 foot wide alley; thence along the said side of said alley South 53 degrees 21 minutes West, 14.25 feet to a stake there set, said stake being in the divisional line between Lots Nos. 2 and 3; thence along said divisional line with part of the line passing through the center line partitional wall between House No. 835 and House No. 837 Bay Ridge Avenue, North 53 degrees 25 minutes West, 172.82 feet to an iron pipe set on the said side of Bay Ridge Avenue, thence with the said side of Bay Ridge Avenue North 43 degrees 31 minutes East 40.31 feet to the place of beginning. Containing 5,800 square feet of land, more or less, and being designated as Lot No. 2, Subdivision of part of John S. Segelken Property — Plat. No. 2 Bay Ridge Avenue, Eastport Maryland.

Being a portion of that parcel of land which was on October 9, 1939 sold at public auction of John M. Green, County Treasurer and Collector of taxes for Anne Arundel County, for unpaid taxes and being a portion of the property described on the Collector's Tax Roll at the time of said tax sale as "Part of Lots 14, 15, and 16, Bay Ridge Road and assessed to Frank P. Holland, whose last known address is Eastport Maryland, and being a portion of the property which by deed dated July 21, 1908, recorded among the Land Records of Anne Arundel County in Liber GW No. 63 folio 364 was conveyed by William N. Burns and wife unto the said Frank P. Holland.

The Bill of Complaint states, among other things, the amount necessary to the redemption of the said property herein described and that although more than a year and a day from the date of sale has expired the said property has not been redeemed by any party having an interest therein.

It is there upon this 29th day of December, 1960, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given, by the insertion of a copy of this order in one newspaper of general circulation in Anne Arundel County, once a week for four successive weeks, before the 9th day of March 1961, warning all persons interested or claiming to have an interest in said property to be and appear in this Honorable Court on or before the 9th day of March, 1961, and redeem said property or answer the Bill of Complaint herein filed, or thereafter final decree shall be rendered foreclosing all rights of redemption in said property and vesting in the Complainants a fee simple title free and clear of all encumbrances.

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

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 21st day of March, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

George Bounelis

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.)

If living, would be well over 70 years of age.

and he is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 21st day of March, 1961.



Gail L. Schilling
Gail L. Schilling Notary Public

My Commission will expire on: May 1, 1961.

Filed,

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GEORGE BOUNELIS and *
LUCILLE BOUNELIS, his wife *
835 Bay Ridge Avenue *
Annapolis, Maryland *
Complainants *

IN THE

VS *

CIRCUIT COURT

FRANK P. HOLLAND *
last known address *
Eastport, Maryland *
and all other persons having or *
claiming to have any right, title, *
interest, estate or demand in and *
to all that parcel of land situate *
in the Sixth Election District of *
Anne Arundel County, being known *
and designated as "Part of Lots 14, *
15, and 16, Bay Ridge Road, and *
being the identical lot of ground *
which was conveyed to the said *
Frank P. Holland by William N. Burns *
and wife by a Deed dated July 21, *
1908, and recorded among the Land *
Records of Anne Arundel County in *
Liber GW #63 folio 364. *

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14159

DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The proceedings in the within cause having been read and considered and the Defendant having been twice returned "non est" and properly notified by Order of Publication, issued out of this Honorable Court on the 29th day of December, 1961, and no redemption having been made or Answer filed by any party in interest.

It is, this *16th* day of *August*, 1961, ADJUDGED, ORDERED AND DECREED, by the Circuit Court for Anne Arundel County, that the property herein described and being part of the property sold by John M. Green then Treasurer of Anne Arundel County and collector of County and State taxes for said county to John Segelken and being the same property conveyed by said John Segelken and wife unto George Bounelis and Lucille Bounelis, his wife, Complainants herein, by deed dated July 20, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH #633 folio 510, is the property of the said George Bounelis and Lucille Bounelis, his wife, and the said property is hereby declared to be vested

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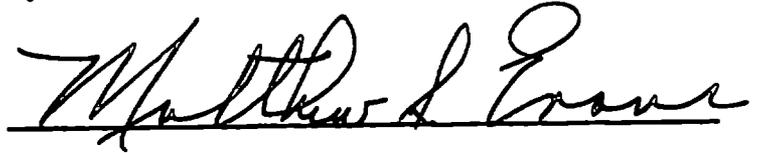
1961 AUG 17 AM 9:51

18

in the said George Bounelis and Lucille Bounelis, his wife, by an absolute and indefeasible title in the fee simple, free and clear of all prior or subsequent alienations and descents of the property and encumbrances thereon (except taxes and other public charges or liens accruing subsequently to the date of sale and public assessments to which the property is subject) and all rights in said property of the Defendants herein, their heirs, devisees and personal representatives, executors, administrators, assigns or successors in right, title or interest to the intent and purpose that the deed (hereinafter mentioned) to be executed by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of State and County taxes for Anne Arundel County, shall convey to the said George Bounelis and Lucille Bounelis, his wife, a good and merchantable title in fee simple, to the property more particularly described as follows:

BEGINNING for the same at an iron pipe set on the Southeasterly side of Bay Ridge Avenue, said pipe being in the divisional line between Lots Nos. 1 and 2, as shown on drawing prepared by T.T. Pantaleo, and entitled "SUBDIVISION OF PART OF JOHN S. SEGELKEN PROPERTY-PLAT No. 2, BAY RIDGE AVENUE, EASTPORT, Etc." and dated March 15, 1944, and running thence from said point of beginning and along said divisional line South 53 Degrees 24 minutes East, 85.99 feet to an iron spike there set; said iron spike being in the Westerly line of a two foot wide strip of land conveyed to Marie A. Phipps and husband by John S. Segelken and wife, by deed dated August 9, 1941, and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH No. 242, folio 104; and running thence along part of said two foot wide strip South 36 degrees 24 minutes East, 90.0 feet to an iron pipe set at the end thereof; and said pipe also being on the Northerly side of a 20 foot wide alley; thence along the said side of said alley South 53 degrees 21 minutes West, 14.25 feet to a stake there set, said stake being in the divisional line between Lots Nos. 2 and 3; thence along said divisional line with part of the line passing through the center line partition wall between house No. 835 and House No. 837 Bay Ridge Avenue, North 53 degrees 25 minutes West, 172.82 feet to an iron pipe set on the said side of Bay Ridge Avenue, thence with the said side of Bay Ridge Avenue North 43 degrees 31 minutes East, 40.31 feet to the place of beginning. Containing 5,800 square feet of land, more or less, and being designated as Lot No. 2, Subdivision of part of John Segelken Property - Plat No. 2, Bay Ridge Avenue, Eastport, Maryland.

It is further ADJUDGED, ORDERED and DECREED, that the said Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of State and County taxes for Anne Arundel County, shall prepare and execute a deed to the said George Bounelis and Lucille Bounelis, his wife, in fee simple, upon the payment of the balance (if any) of the purchase money due on account of the purchase price of the above described property, together with all taxes and interest and penalties thereon accruing subsequently to the date of sale.



Judge

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
CLYDE EDWIN ROBINSON AND : ANNE ARUNDEL COUNTY
MARYLIN ROBINSON, HIS WIFE : (In Equity)

No. 18,280 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 Clyde Edwin Robinson and Marylin Robinson, his wife to Baltimore Federal Savings and Loan Association, dated December 2nd, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.R. No. 885 folio 112.



Walter S. Calwell
Attorney Named in Mortgage

FILED

1961 MAR 16 AM 11:25

LIBER 132 PAGE 118
MORTGAGE

No. 14,280 Equity

THIS MORTGAGE, made this 2nd day of December, A. D. 19 54, by
and between CLYDE EDWIN ROBINSON and MARYLIN ROBINSON, his wife

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

WHEREAS, the Mortgagor, being a member of the Mortgagee, is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
Ten Thousand, Seven Hundred and Eighty Dollars (\$ 10,780.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four and one-half per centum (4½ %) per annum until paid, principal and interest being
payable at the office of Baltimore Federal Savings and Loan Association, in
Baltimore Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of
Fifty-four and 62/100ths Dollars (\$ 54.62), commencing on the first day of
January, 19 55, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of December, 19 84. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

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

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

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

BEING known and designated as Lot No. 6 in Block O on the Plat entitled Blocks N and
J and Parts of Blocks H and O, Glenwood, which Plat was dated May, 1954, and recorded
among the Land Records of Anne Arundel County in Plat Book 25 folio 24. The
improvements of said lot being known as 6 Steven Road.

BEING the same lot of ground in an Assignment dated of even date herewith and recorded
or intended to be recorded among the Land Records of Anne Arundel County immediately
prior hereto which was granted and assigned by Straw Man, Inc. unto the within
named Mortgagors.

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

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LIBER 885 PAGE 113

LIBER 132 PAGE 119

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

36" Gas Range
Norge Refrigerator
Norge Automatic Washing Machine

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety-six (\$96.00) Dollars payable half yearly on the 2nd days of June and December in each and every year.

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Maurice F. Mackey Jr.
MAURICE F. MACKAY, JR.

Clyde E. Robin Robinson [SEAL]
Clyde Edwin Robinson.
Marilyn Robinson [SEAL]
Marilyn Robinson [SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 885 PAGE 116

I HEREBY CERTIFY, That on this 2nd day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Clyde Edwin Robinson and Marilyn Robinson, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Maurice F. Mackey Jr.
MAURICE F. MACKAY, JR. Notary Public.

Recorded: Dec. 6, 1954 at 10.20 A.M.



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

Application No. 35234

Written by: *[Signature]*
Approved by: *[Signature]* Examines
Ready for Record: *[Signature]*

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

CLYDE EDWIN ROBINSON AND MARILYN ROBINSON, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 1480 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of March 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants Clyde Edwin Robinson and Marilyn Robinson, his wife

against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1961 MAR 16 AM 11:25

6

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY.

CLYDE EDWIN ROBINSON AND

MARYLIN ROBINSON, HIS WIFE

No. 17,280 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Clyde Edwin Robinson and Marylin Robinson, his wife to Baltimore Federal Savings and Loan Association dated the 2nd day of December, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 885 Folio 112 .

Amount of Mortgage	\$10,780.00
Less - amount paid on principal	<u>1,041.54</u>
	9,738.46
Plus - interest to 4/12/61	<u>379.84</u>
	10,118.30
Plus - overdraft in expense account	<u>207.00</u>
	10,325.30

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 14th day of March 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 MAR 16 AM 11:25

Clara M. Link
Clara M. Link . Notary Public .

New Amsterdam Casualty Company

127 ST. PAUL STREET
BALTIMORE, MD

LIBER 10 PAGE 579
60 JOHN STREET
NEW YORK, N. Y.

No. 14, 280 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..... Dollars, TEN THOUSAND, FOUR HUNDRED AND 00/100 (\$10,400.00) to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 1st day of May 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 Clyde Edwin Robinson and Marilyn Robinson his wife, to the Baltimore Federal Savings & Loan Association bearing date the 2nd day of December nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J. H. E. No. 885, Folio 112, and

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

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

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

Signed, Sealed and Delivered
in the presence of

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

Clara M. Smith
Attest:

NEW AMSTERDAM CASUALTY COMPANY

As to Surety: M. S. Kraus

By R. H. Nichols Attorney-in-Fact

1961 MAY -3 AM 10:05

Bond approved this 3rd day of May 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 Clyde Edwin Robinson and Marylin Robinson, his wife to Baltimore Federal Savings and Loan Association, dated and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 885 folio 112 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961
at 2:45 P.M. (E.D.T.)**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County in the Development of "Glenwood" and described as follows:

BEING known and designated as Lot No. 6 in Block O on the Plat entitled Blocks N and J and Parts of Blocks H and O, Glenwood, which Plat was dated May, 1954, and recorded among the land records of Anne Arundel County in Plat Book 25, folio 24. The improvements of said lot being known as 6 Steven Road situate on the north side of Steven Road, 6th house west of Bliss Lane, having a frontage of 60 feet with a depth of 125 feet.

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

Subject to an annual ground rent of \$96.00 and to any restrictive covenants, and - or Utility Agreements, of record, affecting the property.

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

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

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

A-27

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Attorney's Sale

Clyde Edwin Robinson

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 6th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

ED

1961 - MAY - 4
PM 3:18

By

Maria Tate

9

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

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Clyde Edwin Robinson and Marilyn Robinson, his wife to Baltimore Federal Savings and Loan Association, dated and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 885 folio 112 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961
at 2:45 P.M. (E.D.T.)**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County in the Development of "Glenwood" and described as follows:

BEING known and designated as Lot No. 6 in Block O on the Plat entitled Blocks N and J and Parts of Blocks H and O, Glenwood, which Plat was dated May, 1954, and recorded among the land records of Anne Arundel County in Plat Book 25, folio 24. The improvements of said lot being known as 6 Steven Road situate on the north side of Steven Road, 6th house west of Bliss Lane, having a frontage of 60 feet with a depth of 125 feet.

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

Subject to an annual ground rent of \$96.00 and to any restrictive covenants, and - or Utility Agreements, of record, affecting the property.

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

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

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

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
 : FOR
VS. :
 : ANNE ARUNDEL COUNTY
CLYDE EDWIN ROBINSON AND :
MARYLIN ROBINSON, HIS WIFE : (In Equity)

Equity No. 280

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 2nd, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 885 folio 112 from said Clyde Edwin Robinson and Marilyn Robinson, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of May, 1961 at 2.45 P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known as Lot No. 6 in Block O on the Plat entitled Blocks N and J and Parts of Blocks H and O, Glenwood, which Plat was dated May 1954, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 24, the improvements whereon are known as No. 6 Steven Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 MAY -6 AM 9:43

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 Ninety-eight Hundred (\$9800.00) Dollars, subject to the payment of an annual ground rent of \$96.00, said purchaser being then and there the highest bidder.

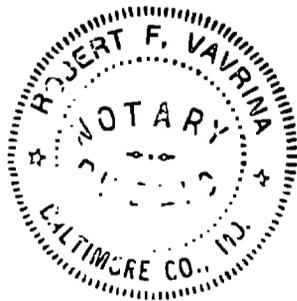
Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, 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 the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Robert F. Vavrina

~~Robert F. Vavrina~~, Notary Public
Robert F. Vavrina

ORDER NISI

LIBER 132 PAGE 128

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,280 Equity

Walter S. Calwell,
Attorney Named in Mortgage
versus
Clyde Edwin Robinson and
Marylin Robinson, His Wife

Ordered, this 6th day of May, 1961, That the sale of the
Property in these proceeding mentioned
made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

The report states that the amount of sale was \$ 9800.00

George T. Cromwell Clerk.

True Copy,
FILED
1961 MAY 6 AM 9:43

TEST: _____ Clerk.

(Final Order)
Walter S. Calwell,
Attorney Named in Mortgage
versus
Clyde Edwin Robison and
Marylin Robinson, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13 day of June, 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 re-
quired 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. Brian Donohue
JUDGE.

FILED
1961 JUN 13 AM 10:35

12

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 129

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed -----

Order Nisi - Sale - Eq. 14,280

Clyde Edwin Robinson

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 June, 1961. The first

insertion being made the 11th ----- day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 20800
1961 JUN -6 PM 1:58

By Marie Tate

Order Nisi
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
 No. 14,280 Equity
WALTER S. CALWELL,
 Attorney Named in Mortgage
 versus
CLYDE EDWIN ROBINSON and MARYLIN ROBINSON, His Wife
 Ordered, this 6th day of May, 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 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.
 The report states that the amount of sale was \$9800.00.
GEORGE T. CROMWELL, Clerk
 True Copy, TEST:
GEORGE T. CROMWELL, Clerk
 Ju-1

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Clyde Edwin Robinsen and Marylin Robinson, his wife in ac.

To Attorney for fee, viz:	50 00	
To Attorney for Commissions, viz:	326 01	376 01
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	41 60	
E.T. Newell & Co., Inc. -auctioneer's fee	35 00	
One-half Federal documentary stamps	5 50	
One-half State documentary stamps	11 00	
Clara M. Link - notary fees	1 00	
Robert F. Vavrina - notary fee	50	189 84
To Attorney for Taxes, viz:		
1961 State and County taxes (\$159.11) - 4 months 4 days	54 80	54 80
To Attorney for Ground Rent, viz:		
Semi-annual ground rent of \$48.00 due 6/2/61 - 5 months 2 days	40 96	40 96
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,149 35	9,149 35
		9,866 96
Amount of mortgage claim filed	10,325 30	
Interest @ 4½% on principal balance of \$9,738.46 from 4/12/61 to 8/22/61 - 4 months 10 days	158 27	
	10,483 57	
Cr. Amount allowed above	9,149 35	
Balance subject to decree in personam	1,334 22	

with Walter S. Calwell, Attorney named in Mortgage

Cr.

1961				
May	4	Proceeds of Sale	9,800	00
		Interest on deferred payment to 6/14/61	66	96
				9,866 96

9,866 96

ORDER NISI

LIBER 132 PAGE 133

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Clyde Edwin Robinson
and
Marylin Robinson, his wife

No. 14,280

Equity.

ORDERED, This 17th day of July, 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 21st 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 21st day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of August, 1961, that the foregoing 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 AUG 22 1961

O'Brien Docket

FILED

1961 JUL 14 PM 12:27

Maryland Gazette

LIBER 132 PAGE 134

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,280 Equity

WALTER S. CALWELL, Attorney
named in Mortgage

versus

CLYDE EDWIN ROBINSON and
MARYLIN ROBINSON, his wife

Ordered, this 17th day of July,
1961, That the Report and Ac-
count of the Auditor, filed this day
in the above entitled cause, BE
RATIFIED AND CONFIRMED,
unless cause to the contrary
thereof be shown on or before the
21st day of August next; Pro-
vided, a copy of this Order be in-
serted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 21st day of Au-
gust next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
A-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 8, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,280

Auditor Account

Clyde Edwin Robinson

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 August, 1961. The first

insertion being made the 20th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

(95)

AUG 10 1961

Tilghman

No. M. G. 22341

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
: ANNE ARUNDEL COUNTY
JOHN FREDERICK CLOPEIN, JR., AND :
RUTH THERESA CLOPEIN, HIS WIFE : (In Equity)

14,271 Equity

Mr. Clerk:

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

1. Original Mortgage from said John Frederick Clopein and Ruth Theresa Clopein, his wife to Baltimore Federal Savings and Loan Association, dated November 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1354 folio 352.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 MAR 22 PM 3:17

MORTGAGE

14291 Equity

LIBER 132 PAGE 136

THIS MORTGAGE, made this 30th day of November, A. D. 1959, by and between JOHN FREDERICK CLOPEIN, JR. and RUTH THERESA CLOPEIN, 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 NINE THOUSAND NINE HUNDRED NINETY and 00/100ths Dollars (\$ 9,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of 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-FIVE and 17/100ths Dollars (\$55.17), commencing on the first day of January, 1960, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1989. 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. 28, Block K, as shown on "Plat No. 3, Suburbia" dated January, 1959, by John W. Boutwell, Jr., Surveyor, and recorded among the plat records of Anne Arundel County in Plat Book 30, folio 77. The improvements thereon being known as No. 1033 Sunnybrook Drive.

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

FILED

MAR 22 PM 3:15

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

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

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred fifty (\$150.00) Dollars, payable half-yearly on the 30th days of ~~May and November~~ **in each and every year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for

Thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

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

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

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

Witness:

[Signature]
JOHN R. HOLLAND, JR.

[Signature] [SEAL]
John Frederick Clopein, Jr.

[Signature] [SEAL]
Ruth Theresa Clopein

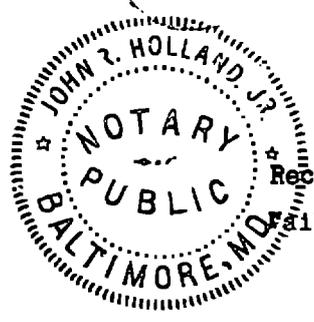
STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1354 PAGE 356

I HEREBY CERTIFY, That on this 30th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared John Frederick Clopein, Jr. and Ruth Theresa Clopein, 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.

[Signature]
JOHN R. HOLLAND, JR., Notary Public.



Rec'd for record Dec 3 1959 at 1:31 p.m.
Filed to the Colonial Title Insurance Co.

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

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

JOHN FREDERICK CLOPEIN, JR., AND RUTH THERESA CLOPEIN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 52693
Book of
Examined by
Filed for Record

MILITARY AFFIDAVIT

Docket

folio

14,291 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of March 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants John Frederick Clopein, Jr., and Ruth Theresa Clopein, his wife

against whom foreclosure proceedings were are instituted ~~was~~ not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

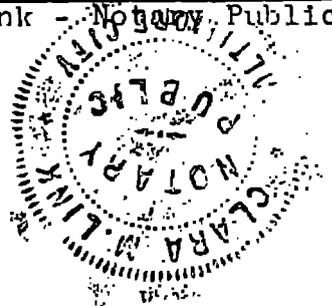
and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public



FILED

1961 MAR 22 PM 3:17

6

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

JOHN FREDERICK CLOPEIN, JR., AND

RUTH THERESA CLOPEIN, HIS WIFE

14,291 Equity

LIBER 132 PAGE 141

STATEMENT OF MORTGAGE DEBT

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

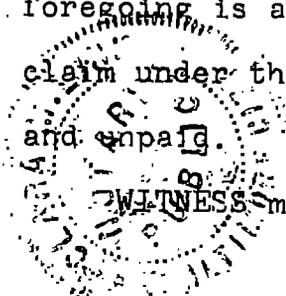
under the mortgage from John Frederick Clopein, Jr., and Ruth Theresa Clopein, his wife to Baltimore Federal Savings and Loan Association

dated the 30th day of November 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1354 Folio 352 .

Amount of Mortgage	\$9990.00
Less - amount paid on principal	<u>34.53</u>
	9955.47
Plus - interest to 4/20/61	<u>595.15</u>
	10,550.62
Plus - overdraft in expense account	<u>368.55</u>
	10,919.17

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 20th day of March 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

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 14, 291 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 AND 00/100 (\$11,000.00) - - - - - 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 1st - - - - -

day of May - - - - - 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 John Frederick Clopein Jr. and Ruth
Theresa Clopein, his wife to the Baltimore Federal Savings & Loan Association
bearing date the 30th day of November nineteen hundred and fifty-nine
and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
No. 1354, Folio 352, and.....

1033 Sunnybrook 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

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

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

Clara M. Lisk

Attest:

As to Surety: R.H. Nichols
R.S. Agent

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

1961 MAY -3 AM 10:05

Bond approved this 3rd day of May 1961
George T. Cromwell
Clerk

CALLAHAN AND CALW.
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 John Frederick Clopin and Ruth Theresa Clopin, his wife to Baltimore Federal Savings and Loan Association, dated and recorded among the Land records of Anne Arundel County in Liber G. T. C. No. 1354 folio 52 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961
at 2:30 P.M. (E.D.T.)**

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, in the Development of "Suburbia" near Furnace Branch and Marley Creek, and described as follows:

BEING known and designated Lot No. 28, Block K, as shown in "Plat No. 3, Suburbia" dated January, 1959, by John W. Boutwell, Jr., Surveyor, and recorded among the plat records of Anne Arundel County in Plat Book 30, folio 77. The improvements thereon being known as No. 1033 Sunnybrook Drive, situate on the south side of Sunnybrook Drive, and house east of Wynbrook Road, having a frontage of 65 feet with a depth of 100 feet.

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

Subject to 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 frame dwelling, forced warm air gas fired heat.

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

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

9

OFFICE OF 14,291

Maryland Gazette

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

LIBER 132 PAGE 143

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Attorney's Sale

John Frederick Clopin

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 6th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -4 PM 8:18

Marie Tate

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 John Frederick Clopein and Ruth Theresa Clopein, his wife to Baltimore Federal Savings and Loan Association, dated and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1354 folio 352 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961**

at 2:30 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, in the Development of "Suburbia" near Furnace Branch and Marley Creek, and described as follows:

BEING known and designated Lot No. 28, Block K, as shown on "Plat No. 3, Suburbia" dated January, 1959, by John W. Boutwell, Jr., Surveyor, and recorded among the plat records of Anne Arundel County in Plat Book 30, folio 77. The improvements thereon being known as No. 1033 Sunnybrook Drive, situate on the south side of Sunnybrook Drive, 2nd house east of Wynbrook Road, having a frontage of 65 feet with a depth of 100 feet.

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 \$150.00 and to any restrictive covenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a frame dwelling, forced warm air gas fired heat.

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

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

A-27

LIBER 132 PAGE 144

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

JOHN FREDERICK CLOPEIN, JR., AND
RUTH THERESA CLOPEIN, HIS WIFE

Equity No. 14,291

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1354 folio 352 from said John Frederick Clopein, Jr., and Ruth Theresa Clopein, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of May, 1961 at 2.30 P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 28, Block K, as shown on "Plat No. 3, Suburbia" dated January, 1959, by John W. Boutwell, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 77, the improvements whereon are known as No. 1033 Sunnybrook Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 MAY -6 AM 9:27

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.

Said leasehold property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ninety-seven Hundred (\$9700.00) 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,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, 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 the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



~~Robert F. Vavrina~~, Notary Public
Robert F. Vavrina



ORDER NISI

LIBER 132 PAGE 146
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,291 Equity

Walter S. Calwell,
Attorney Named in Mortgage

versus

John Frederick Clopein, Jr., and
Ruth Theresa Clopein, his wife

Ordered, this 6th day of May, 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 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.

The report states that the amount of sale was \$ 9700.00

True Copy,

George T. Cromwell Clerk.

FILED
1961 MAY 6 AM 9:27

TEST: _____ Clerk.

(Final Order)
Walter S. Calwell,
Attorney Named in Mortgage

versus

John Frederick Clopein, Jr., and
Ruth Theresa Clopein, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of June, 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 re-
quired 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. Brian Duckett
JUDGE.

FILED
1961 JUN 13 AM 10:35

12

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 147

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 17, 291

John Frederick Clopein, 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 12th

day of June, 1961. The first

insertion being made the 11th day of

May, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 20798 1961

JUN -6 PM 1:59

By Marie Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,291 Equity

WALTER S. CALWELL

Attorney Named in Mortgage

versus

JOHN FREDERICK CLOPEIN,

JR., and

RUTH THERESA CLOPEIN, his

wife

Ordered, this 6th day of May, 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 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.

The report states that the amount of sale was \$9700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-1

Dr.

Walter S. Calwell, Attorney named in Mortgage vs. John Frederick Clopein, Jr., and Ruth Theresa Clopein, his wife ^{in ac.}

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	322	99		372 99
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	00		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Clara M. Link - notary fees	1	00		
Robert F. Vavrina - notary fee		50		190 52
To Attorney for Taxes, viz:				
1961 State and County taxes (\$188.82) - 4 months 4 days	64	00		64 00
To Attorney for Ground Rent, viz:				
Semi-annual ground rent (\$75.00) due 5/30/61 - 5 months 4 days	63	75		63 75
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,018	92		9,018 92
				9,766 18
Amount of mortgage claim filed	10,919	17		
Interest @ 5 1/2% on principal balance of \$9,955.47 from 4/20/61 to 8/22/61 - 4 months 2 days	177	14		
	11,096	31		
Cr. Amount allowed above	9,018	92		
Balance subject to decree in personam	2,077	39		

with Walter S. Calwell, Attorney named in Mortgage

Cr.

1961

May 4

Proceeds of Sale

9,700 00

Interest on deferred payment to
6/14/61

66 18

9,766 18

9,766 18

ORDER NISI

LIBER 132 PAGE 151

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
John Frederick Clopein, Jr.,
and
Ruth Theresa Clopein, his wife

No. 14,291

Equity.

ORDERED, This 17th day of July, 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 21st 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 21st day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd day of August, 1961, that the foregoing 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 AUG 22 AM 11:57

O. Bonni Duckett

1961 JUL 14 PM 12:33

Maryland Gazette

LIBER 132 PAGE 152

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,291 Equity

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

JOHN FREDERICK CLOPEIN,
JR. and

RUTH THERESA CLOPEIN, his
wife

Ordered, this 17th day of July, 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 21st 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 21st day of August next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 8, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,291
Auditor Account.

John Frederick Clopein, 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 21st

day of August, 1961. The first

insertion being made the 20th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
FILED

1961 AUG 10 8 PM *H. Bilghman*

No. M. G. 22340

8

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF Louella E Jerman

Equity

No. 11,095

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL
COUNTY

.....

ORDER TO DOCKET FORECLOSURE

Mr. Clerk:

Please docket the above styled forecosure proceedings and docket original mortgage as exhibit herewith., together with Statement of debt.

Louis M Strauss
Louis M Strauss Atty named in mortgage

Filed 18 Aug, 1954.

No. 11,095 Equity

PURCHASE MONEY

This Mortgage, Made this 27th day of March, in the year one thousand, nine hundred and fifty-three, between Louella E. Jerman, Widow.

LIBER 132 PAGE 154

of Anne Arundel County, in the State of Maryland, Mortgagor s, and CAPITAL CITY BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being member of said body corporate, have received therefrom an advance of Thirteen Thousand Eight Hundred Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of One Hundred and Twenty Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

Parcel No. 1: All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, aforesaid, about .94 acres of land, more or less, being lot 8 as laid down on the plat thereof filed in the Land Records of Anne Arundel County in Liber F.S.R. No. 83, folio 473, said lot being located on the Crain Highway, and having a 100 foot frontage on Crain Highway and having a 400 foot depth from said Crain Highway less that part of lot 8 as contained in conveyance from Duncan E. Jerman and Louella E. Jerman, his wife, to Harry C. Kenney and Sue E. Kenney, his wife by deed and plat dated June 4, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 360, folio 429.

BEING part of the same property which was conveyed to the said Benjamin C. Jerman and Lucille M. Jerman, his wife by Raymond M. Jerman and Delma E. Jerman, his wife, by deed dated on the first day of June, in the year 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 114, and

BEING part of the same property conveyed to Duncan E. Jerman and Louella E. Jerman, his wife, by Benjamin G. Jerman and Lucille M. Jerman, his wife, by deed dated December 6, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 347, folio 154, the said Duncan E. Jerman having since departed his life and left surviving him Louella E. Jerman.

Parcel No. 2: All that tract of land situate and lying and being in the Fifth Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for same at a point on South side of County Road leading from Harmans to Glen Burnie, said point being in west line of right of way of the Washington, Baltimore and Annapolis Electric Railway; running from thence and with the South line of said County Road South 89° 15' West 186 feet to East line of private road; with East line of road due South 302 ft., leaving said road and running North 89° 15' East 108 ft. to West line of aforesaid right-of-way, with West line of said right-of-way North 9° East 314.5 ft. to beginning; containing one acre of land more or less.

Filed 18 Aug, 1954

2

BEING the same property acquired by Louella E. Jerman, Widow, from Hiram Disney, ~~Widower~~, by deed dated March 27th, 1953, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns

Provided, however, if the said Mortgagor, her 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 her part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for her heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, her heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, her 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, her heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, her heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay six per cent (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Capital City Building and Loan Association.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for Louis M. Strauss, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of \$25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, her heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor, for her heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, cost and commissions the said Mortgagor, for her heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor covenant that she will warrant specially the property hereby conveyed, and that she will execute such further assurances as may be requisite.
WITNESS the hand and seal of the said Mortgagor .

WITNESS:


Louis M. Strauss

 (SEAL)
Louella E. Jerman

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 27th day of March, 1953, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Louella E. Jerman, Widow

and she acknowledged the foregoing mortgage to be her act. At the same time also appeared Joseph H. Griscom, Sr., President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Mildred F. Bean
Mildred F. Bean - Notary Public.

Recorded-27th-March-1953-at-2:00-P.M.

MORTGAGE

FROM

Louella E. Jerman, Widow

TO

CAPITAL CITY BUILDING AND LOAN ASSOCIATION

Received for Record March 27, 1953

at 2 o'clock P. M. Same day recorded in

Liberty H. H. No. 745 Folio 47 etc.,

one of the Land Records of A. A. C.

County, and examined per

John W. Applegate, Clerk
Cost of Record, \$

LOUIS M. STRAUSS
Attorney at Law
Annapolis, Md.

[Handwritten signature]

IN THE MATTER OF THE SALE : EQUITY NO. 11,095
 OF THE : IN THE
 MORTGAGED REAL ESTATE OF : CIRCUIT COURT
 LOUELLA E. JERMAN : FOR
 : ANNE ARUNDEL COUNTY
 : : : : :

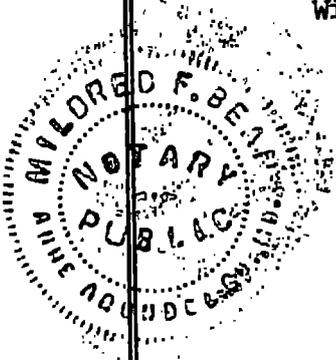
STATEMENT OF MORTGAGE CLAIM

To Balance due under mortgage dated March 27, 1954 recorded in J.H.H. No. 745, folio 463.	13,002.28
Interest due to and thru August 14, 1954	<u>46.98</u>
Total due thru August 14, 1954	\$13,049.26

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of August, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Joseph H. Griscom, Sr., President of Capital City Building and Loan Association, and made oath in due form of law that the amount set forth above is true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.



Mildred F. Bean
 Mildred F. Bean - Notary Public

Filed 18 Aug, 1954.

GLOBE

INDEMNITY COMPANY



HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 11,095 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, 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 FIFTEEN THOUSAND DOLLARS (\$15,000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of September, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from Louella E. Jerman to Capital City Building and Loan Association, bearing date on or about March 27, 1954, 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 of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said 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 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 and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered

in the presence of

Margaret B Hendrix
Margaret B Hendrix, as to both

Louis Strauss SEAL
LOUIS M. STRAUSS Principal

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact,

Surety

Approved this 17 Sept, 1954
John A. Hopkins, Secy. Treas.

Filed 17 Sept, 1954

IN THE MATTER OF THE SALE : IN THE CIRCUIT COURT
 OF THE : FOR
 MORTGAGED REAL ESTATE OF : ANNE ARUNDEL COUNTY
 LOUELLA E. JERMAN : No. 11,095 Equity
 : : : : :

CERTIFICATE OF PUBLICATION

LOUIS M. STRAUSS, Seller,
 Annapolis, Maryland.

ATTORNEY'S SALE

— OF —
 DESIRABLE AND VALUABLE
 RESIDENTIAL LOTS
 WITH IMPROVEMENTS
 PARCEL NO. 1 ON CRAIN HIGHWAY
 AND PARCEL NO. 2 ON DOBNEY
 ROAD OPPOSITE FRIENDSHIP
 AIRPORT.

By virtue of and under the power and authority contained in a certain mortgage from Louella E. Jerman dated March 27, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 473, folio 463, the undersigned will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, SEPTEMBER 14, 1954,
 AT 11:00 O'CLOCK, A. M.,

the following parcels of land with improvements.

Parcel No. 1. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, aforesaid, about 24 acres of land, more or less, being Lot 8 as laid down on the plat thereof filed in the Land Records of Anne Arundel County in Liber F. S. R. No. 83, folio 473, said lot being located on the Crain Highway, and having a 100 foot frontage on Crain Highway, and having a 400 foot depth from said Crain Highway less that part of Lot 8 as contained in conveyance from Duncan E. Jerman and Louella E. Jerman, his wife, to Harry C. Kenney and Sue E. Kenney, his wife, by deed and plat recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 360, folio 429.

Being the part of the same property conveyed to Duncan E. Jerman and Louella E. Jerman, his wife, by Benjamin G. Jerman and Lucille M. Jerman, his wife, by deed dated December 6,

1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 347, folio 154, the said Duncan E. Jerman having since departed this life and left surviving him Louella E. Jerman.

The foregoing parcel of ground faces Crain Highway and is improved by a one-story five room cottage with all modern improvements.

Parcel No. 2. All that tract of land situate and lying and being in the Fifth Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at a point on the South side of County Road leading from Harmaqs to Glen Burnie, said point being in the west line of the right of way of the Washington, Baltimore and Annapolis Electric Railway; running from thence and with the South line of said County Road South 89 degrees 15 minutes West 158 feet to the east line of a private road; thence with the east line of road, due South 302 feet, leaving said road and running North 89 degrees 15 minutes East 108 feet to the west line of the aforesaid right of way, with West line of said right of way, North 9 degrees East 314.5 feet to beginning; containing one acre of land, more or less.

Being the same property acquired by Louella E. Jerman, Widow, from Hiram Disney, widower, by deed dated March 27, 1933, and recorded among the Land Records of Anne Arundel County.

This parcel is improved by a modern two story seven room house and out-buildings with all modern improvements and is suitable for conversion to a two apartment house.

TERMS: A cash deposit of 10% will be required at time of sale on each parcel. Deferred payments to bear interest at the rate of 6% per annum from day of sale. Taxes and other expenses, if any, to be adjusted at time of settlement.

Parcel No. 2 will be offered first and if a sufficient amount is obtained over and above the expenses to cover the mortgage debt, then parcel No. 1 will not be offered. In the event, the sale price will not be sufficient to cover said mortgage debt, parcel No. 2 will be offered as aforesaid.

LOUIS M. STRAUSS,
 Attorney named in Mortgage.

a-9

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 27*, 1954.

We hereby certify, that the annexed

Attorney's Sale

Louella E. Jerman

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 14th

day of September, 1954. The first

insertion being made the 21st day of

August, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

No. E. C. 1776.....

Filed 28 Sept, 1954.

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IN THE MATTER OF THE SALE : IN THE CIRCUIT COURT
 OF THE : FOR
 MORTGAGED REAL ESTATE OF. : ANNE ARUNDEL COUNTY
 LOUELLA E. JERMAN : No. 11,095 Equity

: : : : :

REPORT OF SALE

The Report of Sale of Louis M. Strauss, 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 Louella E. Jerman to Capital City Building and Loan Association dated March 27, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 745, folio 463, the said Louis M. Strauss 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 and manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for for such cases, made and provided, offered the property in said mortgage described at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on Tuesday, September 14, 1954, at 11 o'clock A.M., and then and there sold the said property to Dalton Bucklew at and for the sum of Nineteen Thousand Dollars (\$19,000.00), he being at that figure, the highest bidder therefore, said property being described as follows:

Parcel No. 1: All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, aforesaid, about .94 acres of land, more or less, being Lot 8 as laid down on the Plat thereof filed in the Land Records of Anne Arundel County in Liber F.S.R. No. 83, folio 473, said lot being located on the Crain Highway, and having a 100 foot frontage on Crain Highway and having a 400 foot depth from said Crain Highway less that part of Lot 8 as contained in conveyance from Duncan E. Jerman and Louella E. Jerman, his wife, to Harry C. Kenney and Sue E. Kenney, his wife, by deed and plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 360, folio 429.

Being the part of the same property conveyed to Duncan E. Jerman and Louella E. Jerman, his wife, by Benjamin G. Jerman and Lucille M. Jerman, his wife, by deed dated December 6, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 347, folio 154, the said Duncan E. Jerman having since departed this life and left surviving him, the said Louella E. Jerman.

Parcel No. 2: All that tract of land situate and lying and being in the Fifth Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at a point on the South side of County Road leading from Harmans to Glen Burnie, said point being in the west line of the right of way of the Washington, Baltimore & Annapolis Electric Railway, running thence and with the South line of said County Rd. south 89° 15' West,

Filed 28 Sept, 1954.

186 feet to the east line of a private road; thence with the east line of road, due South 302 feet, leaving said road and running North 89 degrees 15 minutes East 108 feet to the west line of the aforesaid right of way, with West line of said right of way, North 9 degrees East 314.5 feet to beginning; containing one acre of land, more or less.

Being the same property acquired by Louella E. Jerman, Widow, from Hiram Disney, widower, by deed dated March 27, 1953, and recorded among the Land Records of Anne Arundel County.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of the said sale and has also received the purchaser's agreement to comply with the terms of sale, which are set forth in the advertisement thereof, filed herewith.

Respectfully submitted,

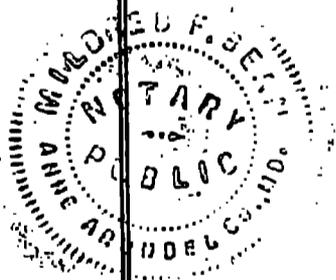
Louis M. Strauss
Louis M. Strauss,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit;

I HEREBY CERTIFY that on this 22nd day of September, 1954, 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 aforesaid mortgage, and he made oath in due form of law that the matter and things stated in the above Report of Sale 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
Mildred F. Bean Notary Public



ORDER NISI

LIBER 132 PAGE 163

In The Matter Of The Sale Of The
Mortgaged Real Estate Of

~~XXXXXXXX~~

Louella E. Jerman

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,095

Equity

Ordered, this 28 day of September, 1954, That the sale of the
Property in these Proceedings mentioned,

made and reported by Louis M. Strauss, Attorney named in Mortgage,

~~XXXXXXXX~~

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

The report states that the amount of sales to be \$ 19,000.00.

John H. Hopkins, Esq., Clerk.

True Copy.

TEST: Clerk.

Lined 28 Sept. 1954

(Final Order)

In The Matter Of The Sale Of The
Mortgaged Real Estate Of

~~XXXXXXXX~~

Louella E. Jerman

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of November, 1954,
that the sale made and reported by the ~~Trustee~~ ^{Attorney} aforesaid, be and the same is hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Trustee~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Richards
Judge

Lined 6 Nov. 1954

IN THE MATTER OF THE SALE
OF THE
MORTGAGED REAL ESTATE OF
LOUELLA E. JERMAN

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
:
: NO. 11,095 Equity
:
: : : : :

ORDER OF PUBLICATION

ORDER NISI - REPORT OF SALE

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 5*, 1954

We hereby certify, that the annexed -----

Order Nisi - Sale - Eq. 11,095

Loeulla E. Jerman

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 *1st* -----

day of *November*, 1954. The first

insertion being made the *30th* ----- day of

September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Pate*

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,095 Equity
In The Matter Of The Sale Of The
Mortgaged Real Estate Of LOUELLA
E. JERMAN.
Ordered, this 28 day of September,
1954, 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 1 day of November next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 1 day of
November next.
The report states that the amount of
sales to be \$19,00.00.
John H. Hopkins, 3rd, Clerk.
True Copy,
TEST: John H. Hopkins, 3rd, Clerk.
o-31

No. E. C: *2627*.....

Filed 5 Nov, 1954.

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IN THE MATTER OF THE SALE	:	IN THE
OF THE	:	CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
LOUELLA E. JERMAN	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11,095
	: : : : : :	

PETITION TO FILE ADDITIONAL BOND NUNC PRO TUNC AND
COURT ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That your Petitioner is attorney named in the mortgage in these proceedings, filed a corporate bond of Fifteen Thousand (\$15,000.00) Dollars in furtherance of a Thirteen Thousand Forty-nine Dollars and Twenty-six Cents (\$13,049.26) claim of the mortgagee shown on a statement filed in these foreclosure proceedings.

2. That the proceeds of the sale exceeded the foregoing mortgagee claim and the Fifteen Thousand (\$15,000.00) Dollar bond filed by your Petitioner in that the proceeds of the sale amounted to Nineteen Thousand Dollars.

WHEREFORE, your Petitioner prays this Honorable Court to file an additional corporate bond of Four Thousand (\$4,000.00) Nunc Pro Tunc to be effective as of the date of the original filing of bond in these proceedings, namely, the 14th day of September, 1954.

Louis M. Strauss
 Louis M. Strauss-Petitioner

Filed 12 July, 1955.

ORDER OF COURT

ORDERED this 13th day of July, 1955, by the Circuit Court for Anne Arundel County, in Equity, that Louis M. Strauss, Attorney named in these proceedings be and he is hereby authorized to file an additional corporate bond in the amount of Four Thousand (\$4,000.00) Dollars, in these proceedings, to be approved by the Clerk of Court as of the 14th day of September, 1954, the premium to be paid from the proceeds of the sale, after all other expenses and costs have been paid.

Benjamin Michaelson
 Judge

Filed 13 July, 1955.

GLOBE

LIBER 132 PAGE 166

No. 11,095 Equity



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

ADDITIONAL BOND

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, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars (\$4,000.00) current money to be paid to the said State of its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of July, 1955.

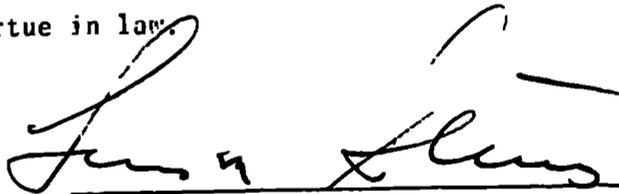
WHEREAS by virtue of a power of sale contained in a mortgage from Louella E. Jerman bearing date on or about March 21st, 1953, the said Louis M. Strauss was authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal 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:

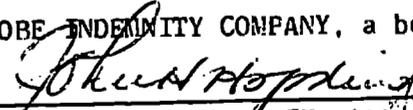
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Louis M. Strauss does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, 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

 (SEAL)
Louis M. Strauss, PRINCIPAL


Margaret B. Hendrix, as to all

GLOBE INDEMNITY COMPANY, a body corporate
By 
John H. Hopkins, IV, Attorney at Law

Approved this 13 July, 1955, June Pro Lunc as of 14 Sept., 1954.
George J. Cromwell
Filed 13 July, 1955, June Pro Lunc as of 14 Sept., 1954.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of MS.
Louella E. Jerman

In the
Circuit Court

For

Anne Arundel County

No. 11,095

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.

[Dotted lines for account content]

December 10, 1954

All of which is respectfully submitted.

Diana K. [Signature]
Auditor.

Filed 13 Dec., 1954.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of
Louella E. Jerman

in ac.

To Attorney for Fee, viz:	25	00		
To Attorney for Commissions, viz:	602	56	627	56
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	42	25
To Attorney for expenses, viz:				
Capital-Gazette Press - advertising sale	44	07		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	60	00		
Robert H. Campbell - auctioneer's fee	10	00		
One-half Federal documentary stamps	10	45		
One-half State documentary stamps	10	45		
Mildred F. Bean - notary fees	1	00	149	97
To Capital City Building & Loan Ass'n, mortgagee - in full for mortgage claim filed	13,049	26		
Interest on \$13,002.28 from 8/14/54 to 9/14/54	65	01	13,114	27
To Louella E. Jerman, mortgagor - this balance	5,194	60	5,194	60
			19,128	65

ORDER NISI

In the Matter of the Sale
of the
VERSUS
Mortgaged Real Estate
of
Louella E. Jerman

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,095 Equity.

ORDERED, This 13 day of December, 1954, 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 15 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 15 day of January next.

Filed 13 Dec 1954
vs. H. H. ...
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of July, 1955, that the foregoing 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 ~~proceeds~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge.

18

Filed 13 July, 1955.

OFFICE OF
Evening Capital

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

LIBER 132 PAGE 171

CERTIFICATE OF PUBLICATION

Annapolis, Md., *February 2*, 19*53*

We hereby certify, that the annexed

Order nisi. Eq. 11,095
Auditor Account

Louella E. German

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for *3*
successive weeks before the *15th*
day of *January*, 19*53*. The first
insertion being made the *9th* day of
December, 19*54*.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. V. Wilgham*

Filed 21 June, 1953

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,095 Equity

In the Matter of the Sale of the Mort-
gaged Real Estate of LOUELLA E.
JERMAN.

Ordered, this 15th day of December,
1954, That the Report and Account of
the Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 15th
day of January next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 15th day of January
next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d:28

No. E. C. *3831*.....

19

IN THE MATTER OF
THE MORTGAGED REAL ESTATE OF

ROLAND W. MCKNEW and
RUTH MCKNEW, his wife
and

JOHN M. HERRON and
MARGARET E. HERRON, his wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

NO. 14,000 EQUITY

* * * * *

Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of
Mortgage debt and Military Affidavit.

Samuel M. Ivrey, atty.

Samuel M. Ivrey - Attorney
named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 SEP 28 PM 2:13

No. 14,000 Equity

Form No. 1—County Fee

This Mortgage, made this 20th day of November, in the year one thousand nine hundred and Fifty-nine, between ROLAND W. MCKNEW and RUTH MCKNEW, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to ROLAND W. MCKNEW and RUTH MCKNEW, his wife, the sum of Twelve Thousand Five Hundred and NO/100 (\$12,500.00) - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor (s) agree (s) to repay in installments with interest thereon from the date hereof, at the rate of .6% per annum, in the manner following:

By the payment of interest only in the amount of \$ 62.50 per month; mortgage due and payable in full one year from date ~~dollars plus one twelfth of the annual taxes, insurance premiums, and other public charges and assessments~~ on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

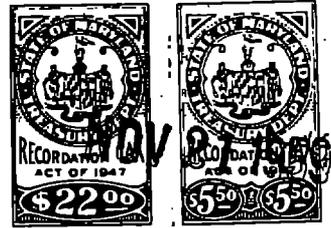
- The said installment payments may be applied by the mortgagee in the following order: FIRST: To the payment of interest; SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises; THIRD: Towards the payment of the aforesaid principal sum; FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said ROLAND W. MCKNEW and RUTH MCKNEW, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot, piece, or parcel of ground situate, lying and being in the Second election district of Anne Arundel County, State of Maryland, and described as follows: BEING Lot 14, Section F, as shown on the plat of Annapolis Roads recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, G-3, Plat 1, now Plat Book 23, folio 10.

BEING one of the lots of ground which by deed dated August 18, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1323, folio 202, was conveyed by Lillian A. Herold and Madeline Herold, as Joint Tenants, to Roland W. McKnew and Ruth McKnew, his wife.



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The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, **SUBJECT, however, to Restrictions, JHH 803, folio 414 and JHH 803, folio 416.**

LIBER 132 PAGE 175

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) ROLAND W. McKNEW and RUTH McKNEW, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only; however, after notice and demand in either event having been served on the mortgagor (s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor (s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of the mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

AND the said Mortgagor s, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total Mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney or Agents, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Nancy S. Carpenter
Nancy S. Carpenter; as to both

Roland W. McKnew (SEAL)
Roland W. McKnew (SEAL)
Ruth McKnew (SEAL)
Ruth McKnew (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 20th day of November 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 Anne Arundel County, personally appeared

ROLAND W. MCKNEW and RUTH MCKNEW, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate; the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Nancy S. Carpenter
10.00 Nancy S. Carpenter - Notary Public.

My commission expires on May 1 19 61.

Rec'd for record *Nov. 21, 1959* at *9:36 AM*.
Filed to *Samuel M. Ivrey*



Mortgage

FROM

ROLAND W. MCKNEW and

RUTH MCKNEW, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lot 14, Sect. F,
Annapolis Roads, 2nd
Property Elec. Dist., Anne
Arundel Co., Md.

Received for record at *10:30* o'clock *AM* on *Nov 21* 1959
Same day recorded in Liber *1351* folio *103* &c. of *103*
the Land Records of Anne Arundel County
and examined per *Samuel M. Ivrey* Clerk.
Cost of Record \$ *16.00*

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

Le 437

#2 B

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

LIBER 132 PAGE 177

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ROLAND W. MCKNEW and	*	FOR
RUTH MCKNEW, his wife, and	*	ANNE ARUNDEL COUNTY
JOHN M. HERRON and	*	NO. 14,000 EQUITY
MARGARET E. HERRON, his wife	*	

* * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Samuel M. Ivrey

Affiant

Subscribed and sworn to before me this 28th day of September, 1960.

Nancy S. Carpenter
Nancy S. Carpenter - Notary Public
Commission Expires: May 1, 1961

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

NOTARY PUBLIC
FILED
SEP 28 PM 2:13

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ROLAND W. MCKNEW and	*	FOR
RUTH MCKNEW, his wife, and	*	ANNE ARUNDEL COUNTY
JOHN M. HERRON and	*	NO. 14,000 EQUITY
MARGARET E. HERRON, his wife	*	

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from Roland W. McKnew and Ruth McKnew, his wife, assumed by John M. Herron and Margaret E. Herron, his wife, Assumption Agreement dated January 19, 1960, said Mortgage dated November 20, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1351, folio 253; said Mortgage being in default.

Balance due on principal to 9/30/61	\$11,739.25
Interest through 10/24/60	47.76
	<u>\$11,787.01</u>

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

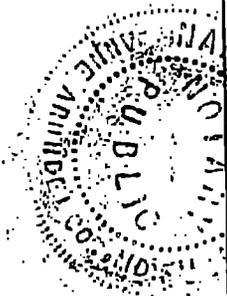
I HEREBY CERTIFY that on this 28th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Nancy S. Carpenter
Nancy S. Carpenter / Notary Public

My Commission Expires:

May 1, 1961



LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1960 SEP 28 PM 2:13

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ROLAND W. MCKNEW and	*	FOR
RUTH MCKNEW, his wife,	*	ANNE ARUNDEL COUNTY
and	*	NO. 14,000 EQUITY
JOHN M. HERRON and	*	
MARGARET E. HERRON, his wife	*	

* * * * *

AMENDED STATEMENT OF MORTGAGE DEBT

Amended statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Roland W. McKnew and Ruth McKnew, his wife, assumed by John M. Herron and Margaret E. Herron, his wife, said Assumption Agreement dated January 19, 1960, and said Mortgage dated November 20, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1351, folio 253, said Mortgage being in default.

Balance due on principal through 3/31/61	\$13,048.43
Interest to 4/6/61	13.02
	<u>\$13,061.45</u>

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

My Commission Expires

May 1, 1961



1961 MAR 11 AM 9:11

GLOBE

LIBER 132 PAGE 180

LIBER 10 PAGE 555

INDEMNITY COMPANY



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity 14,000

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL M. IVREY

as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTEEN THOUSAND AND NO/100 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 6th day of April, 1961.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Roland W. McKnew and Ruth McKnew, his wife bearing date on or about the 20th day of November, 1959, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

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

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle
Ethel M. Carle

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, Jr.
John H. Hopkins, Jr. Attorney-in-Chief

SURETY

Bond approved this 6th day of April 1961
George T. Cromwell Clerk

FILED

1961 APR -6 AM 11:15



ATTORNEY'S SALE

OF VALUABLE

Improved Real EstateANNAPOLIS ROADS, SECOND ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

UNDER and by virtue of the power of sale contained in the Mortgage from Roland W. McKnew and Ruth McKnew, his wife, assumed by John M. Herron and Margaret E. Herron, his wife, by Assumption Agreement dated January 19, 1960, said Mortgage dated November 20, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1351, folio 253, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

THURSDAY, APRIL 6, 1961

AT 11:00 O'CLOCK A. M.

ALL THAT LOT OF GROUND situate in the Second District of Anne Arundel County, Maryland, being Lot 14, Section F, as shown on the Plat of Annapolis Roads, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, G-3, Plat 1, now Plat Book 23, folio 10.

BEING the same lot of ground which by deed dated January 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1365, folio 49, was conveyed by Roland W. McKnew and Ruth McKnew, his wife, to John M. Herron and Margaret E. Herron, his wife.

THE SAID PROPERTY being improved by a split-level frame and brick veneer house containing six rooms, bath, utility room and recreation room, with oil hot air heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to day of sale. For further particulars apply to:

SAMUEL M. IVREY, Attorney
Named in Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED

1961 APR -7 AM 11:02

I/We hereby certify that I/We purchased the property described on the reverse side of this handbill at and for the price of \$14,800.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 6th day of April, 1961.

WITNESS:

Samuel W. [unclear] 1 rev.

Shirley M. Cleveland (SEAL)
Shirley M. Cleveland (SEAL)

I hereby certify that I sold property described on the reverse side of this handbill to GARY CLEVELAND AND SHIRLEY M. CLEVELAND wife - at and for the price of \$14,800.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 6th day of April, 1961

WITNESS:

Samuel W. [unclear] rev.

Robert V. Campbell (SEAL)
Auctioneer

FILED
1961 APR -7 AM 11:02

IN THE MATTER OF	*	IN THE
THE MORTGAGE REAL ESTATE OF	*	CIRCUIT COURT
ROLAND W. MCKNEW and	*	FOR
RUTH MCKNEW, his wife	*	
and	*	ANNE ARUNDEL COUNTY
JOHN M. HERRON and	*	NO. 14,000 EQUITY
MARGARET E. HERRON, his wife	*	

* * * * *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Thursday, April 6, 1961, at 11 o'clock A. M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THAT LOT OF GROUND situate in the Second District of Anne Arundel County, Maryland, being Lot 14, Section F, as shown on the Plat of Annapolis Roads, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, G-3, Plat 1, now Plat Book 23, folio 10.

BEING the same lot of ground which by deed dated January 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1365, folio 49, was conveyed by Roland W. McKnew and Ruth McKnew, his wife, to John M. Herron and Margaret E. Herron, his wife.

Said property being sold to Gary Cleveland and Shirley M. Cleveland, his wife, at and for the sum of Fourteen Thousand Eight Hundred and No/100 (\$14,800.00) Dollars, they being at that price than and there the highest bidder therefore.

The said purchasers have agreed to comply with the terms of sale.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 APR -7 AM 11:02

The agreement of the pruchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, ect.

Samuel M. Ivrey

Samuel M. Ivrey
Attorney Named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY that on this 7th day of April, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

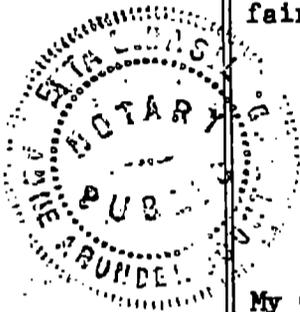
AS WITNESS my hand and Notarial Seal.

Etta L. Basil

Etta L. Basil Notary Public

My Commission Expires:

May 1, 1961



ORDER NISI

LIBER 132 PAGE 185

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROLAND W. MCKNEW AND RUTH MCKNEW, his wife, and

~~versus~~

JOHN M. HERRON and

MARGARET E. HERRON, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,000 Equity

Ordered, this 7th day of April, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

The report states that the amount of sale was \$ 14,800.00

FILED 1961 APR. 7 AM 11:02

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROLAND W. MCKNEW and RUTH MCKNEW, his wife, and

JOHN M. HERRON and

~~versus~~

MARGARET E. HERRON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th 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'Brien JUDGE.

FILED
1961 MAY 17 PM 12:40

14

**Attorney's
Sale
OF VALUABLE
IMPROVED REAL
ESTATE**

Annapolis Roads,
Second Election District
Anne Arundel County, Md.
Under and by virtue of the
power of sale contained in the
Mortgage from Roland W. Mc-
Knew and Ruth McKnew, his wife,
assumed by John M. Herron and
Margaret E. Herron, his wife by
Assumption Agreement dated Jan-
uary 19, 1960, said Mortgage
dated November 20, 1959, and re-
corded among the Land Records
of Anne Arundel County in Liber
G.T.C. 1351, folio 253, the under-
signed, as Attorney named in the
Mortgage to foreclose in event
of default, default having occur-
ed, will offer for sale at public
auction at the COURT HOUSE
DOOR, Annapolis, Maryland on
**Thursday, April 6, 1961
at 11:00 o'clock A. M.**

ALL THAT LOT OF GROUND
situate in the Second Election Dis-
trict of Anne Arundel County,
Maryland, being Lot 14, Section
F, as shown on the Plat of Anna-
polis Roads, recorded among the
Plat Records of Anne Arundel
County in Plat Cabinet 4, G-3,
Plat 1, now Plat Book 23, folio 10.

BEING the same lot of ground
which by deed dated January 19,
1960, and recorded among the
Land Records of Anne Arundel
County in Liber G.T.C. 1365, folio
49, was conveyed by Roland W.
McKnew and Ruth McKnew, his
wife, to John M. Herron and Mar-
garet E. Herron, his wife.

THE SAID PROPERTY being
improved by a split-level frame
and brick veneer house containing
six rooms, bath, utility room and
recreation room, with oil hot air
heat.

TERMS OF SALE: A deposit
of Ten (10) per cent of the pur-
chase price will be required of
the purchaser or purchasers on
the day of sale, balance of the
purchase money with interest
thereon at the rate of 6% per
annum, to be paid in cash upon
final ratification of sale. Taxes
and all other assessments to be
adjusted to the day of sale. For
further particulars, apply to:

SAMUEL M. IRVEY, Attorney
named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

No.

15

A-5

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 186

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1961

We hereby certify that the annexed

Attorney's Sale

Roland W. McKnew
No. 14,000 E.G.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 6th

day of April, 1961. The first

insertion being made the 15th day of

March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 APR 13 PM 3:39

By H. Tilghman

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132
PAGE 187

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1961

We hereby certify, that the annexed

Order Nisi Sale
for \$14,000

Roland W. McKnew

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 15th

day of May, 1961. The first

insertion being made the 13th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 14,000 EQUITY

In the Matter of the Mortgaged Real Estate of ROLAND W. MCKNEW and RUTH MCKNEW, his wife, and JOHN M. HERRON and MARGARET E. HERRON, his wife.

Ordered, this 7th day of April, 1961, that the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

The report states that the amount of sale was \$14,800.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

FILED

No. M. G. 224-24961 MAY 11 PM 12:06

16.

Dr. In the Matter of the Mortgaged Real Estate of Roland W. McKnew and Wife, and John M. Herron, and wife. in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	479	03	514	03
<hr/>				
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	27	00	69	75
<hr/>				
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	43		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	74		
Globe Indemnity Co. - bond premium	64	00		
Robert H. Campbell - auctioneer's fee	45	00		
J. R. McCrone, Jr., Inc. - services rendered in house location, septic tank report, revising drain fields, etc	52	00		
One-half Federal documentary stamps	8	25		
One-half State documentary stamps	16	50		
Nancy S. Carpenter - notary fees	1	00		
Barbara Ann Thompson - notary fee		50		
Etta L. Basil - notary fee		50	299	92
<hr/>				
To Attorney for Taxes, viz:				
1960 State and County taxes (6 months)	125	12		
1961 State and County taxes (\$258.63) - 3 months 6 days	72	56	197	68
<hr/>				
To Annapolis Federal Savings and Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of Amended Mortgage Claim Filed	13,061	45		
Interest @ 6% on principal balance of \$13,048.43 from 4/6/61 to 7/24/61 - 3 months 18 days	234	87	13,296	32
<hr/>				
To The State's Engineering Co., second mortgagee - this balance on account claim filed (Order 5/17/61)	590	06	590	06
<hr/>				
			14,967	76
<hr/>				
Amount of second mortgage claim filed	750	00		
Cr. Amount allowed above	590	06		
<hr/>				
Balance due with interest at 6%	159	94		

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1961				
Apr.	6	Proceeds of Sale	14,800	00
		Interest on deferred payment of		
		\$14,800.00 to 6/14/61	167	76
				14,967 76

14,967 76

ORDER NISI

In the Matter of the Mortgaged
Real Estate of

VERSUS

Roland W. McKnew and Ruth McKnew,
his wife
and

John M. Herron and Margaret E.
Herron, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,000

Equity.

ORDERED, This 23rd 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 be shown on or before the 31st
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
31st day of July next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of August, 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

Matthew J. Evans

1961 AUG -2 AM 9:26

1961 JUN 23 PM 2:52

2-0

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 192

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,000 Equity

IN THE MATTER OF THE
MORTGAGED REAL ESTATE
OF

ROLAND W. McKNEW and
RUTH McKNEW, his wife, AND
JOHN M. HERRON and MARGA-
RET E. HERRON, his wife

Ordered, this 23rd day of June,
1961, That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
thereof be shown on or before
the 31st day of July next; Pro-
vided, a copy of this Order be in-
serted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 31st day of July
next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 26, 1961

We hereby certify, that the annexed

Order Nisi, Eq 14,000
Auditor Account

Roland W. McKnew

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 31st

day of July, 1961. The first

insertion being made the 28th day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. 1961-24938-PM 3:26
JUL 26 1961

DOCKET ENTRIES

A-56/1961

Equity No. 14,560

LIBER 132 PAGE 193

David Ross

Ober, Williams,
Grimes & Stinson

: Baltimore National Bank,
Substituted Trustee under the
✓ : Last Will and Testament of
John Jay Gilbert, deceased

:

:

: Mildred B. Bartholow,
Purchaser

:

:

: A - No. 41162

:

:

Under Order 6/3/61
Ralph Shumacker
Claunch, Shumacker & Thompson
Chattanooga Bank Bldg.
Chattanooga, Tenn.

: Sarah Katherine Gilbert, Exex.,
Last Will and Testament of Samuel S. Gilbert,
deceased,
: Samuel Spencer Gilbert and
Mary Willis Gilbert, his wife
: Dennis Claude Gilbert and
Mary Ann Bondel Gilbert, his wife
: Mary Elizabeth Gilbert Raymond and
Philip H. Raymond, her husband
: John Peyton Gilbert and
Mary D. Gilbert, his wife
: Frances Adele Gilbert Alexander and
Charles S. Alexander, her husband
: Lee E. Gilbert, A/k/a
Lee Hyster Gilbert and
: Helen L. M. Gilbert, his wife
Mary Jane Gilbert Stanley and
: William Stanley, her husband
Elizabeth English Gilbert Raborg and
: William A. Raborg, her husband
John William Bernard Gilbert and
: Anna Marie S. Gilbert, his wife
Jeanette Waters Myers and
: Carter Myers, a/k/a
A. Charles Myers, her husband
: All unknown children and descendants
of John Jay Gilbert, Jr. and their
: respective spouses
All unknown brothers and sisters of
: John Jay Gilbert and spouses of said
unknown brothers and sisters
: All unknown children and descendants
of any deceased unknown brothers and
: sisters of John Jay Gilbert and
spouses of said unknown children and
: descendants
All unknown children and descendants
: of the following deceased brothers
and sisters of the said John Jay
: Gilbert and spouses of said unknown
children and descendants, viz;

FILED

1961 AUG 23 PM 12:05

- : Stephen Meyers Gilbert, Henry W. Gilbert, James W. Gilbert, Elizabeth Gilbert Goodwin, Frank Peyton Gilbert, Rachael Gilbert Smith, William Edgar Gilbert and Mary (a/k/a Mollie) Gilbert Jobe
- : All unknown beneficiaries under the Will of John Jay Gilbert and their spouses

26th January 1961. Bill of Complaint for distribution of Trust Estate (1) and Complainant's Exhibits No. 1 (2) and 2 (3) fd.

Same day. Order of Court directing that all unknown persons be proceeded against as if they were non-residents, by Order of Publication (4) fd.

Same day. Subpoena (5) issd. (Summoned)

Same day. Subpoena (6) issd. (Summoned)

Same day. Subpoena (7) issd. (Non Sunt)

Same day. Order of Publication (8) issd.

7th February 1961. Subpoena (9) re-issd. (Summoned)

17th February 1961. Affidavit of Mailing (10) fd.

2nd May 1961. Certificate of Publication (11) fd.

8th May 1961. Decree Pro Confesso (12) fd.

3rd June 1961. Motion of Complainant suggesting death of Samuel Spencer Gilbert, Respondent, and Order of Court thereon making Sarah Katherine Gilbert, Executrix of the estate of Samuel S. Gilbert, deceased, a party respondent in the place and stead of said deceased (13) fd.

Same day. Order of Publication (14) issd.

8th June 1961. Affidavit of Service (15) fd.

Same day. App. of Sarah Katherine Gilbert, Excx. &c., by her Solrs. Ralph Shumacker and Claunch, Shumacker & Thompson and her Answer to Bill of Complaint (16) fd.

13th July 1961. Depositions (17) and Complainant's Examiner Exhibits Nos. 1 (18) 2 (19) 3 (20) 4 (21) 5 (22) 6 (23) 7 (24) 8 (25) 9 (26) 10 (27) and 11 (28) fd.

Same day. Submission for Decree (29) fd.

Same day. Report of Examiner & Master (30) fd.

14th July 1961. Decree of Court assuming jurisdiction and authorizing
sale of securities and distribution of proceeds thereof (31) fd.

20th July 1961. Trustee's report of private sale (32) fd.

Same day. Ratified Nisi Order (33) fd. copy issd.

22nd August 1961. Certificate of Publication (34) fd.

Same day. Trustee's Report of Private Sale finally ratified and
confirmed, Order (35) fd.

BALTIMORE NATIONAL BANK,
 Substituted Trustee under the
 Last Will and Testament of
 John Jay Gilbert, deceased.
 Complainant.

v.

SAMUEL SPENCER GILBERT and
 MAY WILLIS GILBERT, his wife
 3424 Redding Road
 Chattanooga, 5, Tennessee.

DENNIS CLAUDE GILBERT and
 MARY ANN BENDEL GILBERT, his wife
 206 North Cedar Lake Road
 Minneapolis, Minnesota.

MARY ELIZABETH GILBERT RAYMOND and
 PHILIP H. RAYMOND, her husband
 18 LE May Street
 West Hartford, Connecticut.

JOHN PEYTON GILBERT and
 MARY D. GILBERT, his wife
 206 North Cedar Lake Road
 Minneapolis, Minnesota.

FRANCES ADELE GILBERT ALEXANDER and
 CHARLES S. ALEXANDER, her husband
 321 Worthington Road
 Towson, Maryland.

LEE E. GILBERT aka
 LEE HYSTER GILBERT, and
 HELEN L. M. GILBERT, his wife
 421 Montgomery Street
 Laurel, Maryland.

MARY JANE GILBERT STANLEY and
 WILLIAM STANLEY, her husband
 2627 "O" Street, N. W.
 Washington, D. C.

ELIZABETH ENGLISH GILBERT RABORG and
 WILLIAM A. RABORG, her husband
 Box 109
 Laredo, Texas.

JOHN WILLIAM BERNARD GILBERT and
 ANNA MARIE S. GILBERT, his wife
 501 West 23rd Street
 Baltimore, Maryland.

JEANETTE WATERS MYERS and
 CARTER MYERS, aka
 A. CHARLES MYERS, her husband
 Badger Road, Route 14,
 Box 119, Knoxville, Tennessee.

ALL UNKNOWN CHILDREN AND DESCENDANTS
 OF JOHN JAY GILBERT, JR. AND THEIR
 RESPECTIVE SPOUSES.

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 1961 A

Folio 56

A-41162

ALL UNKNOWN BROTHERS AND SISTERS OF :
JOHN JAY GILBERT AND SPOUSES OF SAID :
UNKNOWN BROTHERS AND SISTERS. :

ALL UNKNOWN CHILDREN AND DESCENDANTS :
OF ANY DECEASED UNKNOWN BROTHERS AND :
SISTERS OF JOHN JAY GILBERT AND SPOUSES :
OF SAID UNKNOWN CHILDREN AND DESCENDANTS. :

ALL UNKNOWN CHILDREN AND DESCENDANTS OF THE :
FOLLOWING DECEASED BROTHERS AND SISTERS OF :
THE SAID JOHN JAY GILBERT AND SPOUSES OF :
SAID UNKNOWN CHILDREN AND DESCENDANTS, viz: :
Stephen Meyers Gilbert, Henry W. Gilbert, :
James W. Gilbert, Elizabeth Gilbert Goodwin, :
Frank Peyton Gilbert, Rachael Gilbert Smith, :
William Edgar Gilbert and Mary (aka Mollie) :
Gilbert Jobe. :

ALL UNKNOWN BENEFICIARIES UNDER THE WILL :
OF JOHN JAY GILBERT AND THEIR SPOUSES. :

Respondents. :

BILL OF COMPLAINT FOR DISTRIBUTION OF TRUST ESTATE
UNDER JURISDICTION OF THE COURT PURSUANT TO ARTICLE
16 § 15 AND MARYLAND RULE 1379

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Baltimore National Bank, Substituted Trustee under the Will of John Jay Gilbert, deceased, respectfully represents unto your Honors:

1. That John Jay Gilbert, late of Baltimore City, Maryland, died on February 24, 1923, leaving a Last Will and Testament dated February 15, 1923, which was duly probated in the Orphans' Court of Baltimore City on February 28, 1923 and recorded in the Office of the Register of Wills of Baltimore City in Wills Liber No. 144, Folio 35. A certified copy of said Will marked Complainant's Exhibit No. 1 is annexed hereto and prayed to be taken as a part hereof.

2. That by Item 10 of said Will, John Jay Gilbert devised and bequeathed to his son, John Jay Gilbert, Jr., and The Baltimore Trust Company the sum of \$100,000.00 in trust to pay the income therefrom to John Jay Gilbert, Jr. during his lifetime and upon his death to make distribution in the following manner:

"* * * my said Trustees or the survivor of them shall distribute the principal of said trust fund to his (refers to John Jay Gilbert, Jr.) children or descendants, per stirpes, free of all trust, and if my son shall die without leaving children or descendants living at the time of his death, shall distribute said trust fund per stirpes, among my brothers and sisters living at the time of my said son's death and among the children and descendants then living of such of them as may have died leaving children or descendants, except my nephews Frederick Gilbert and Harry Gilbert, sons of my brother, Frank P. Gilbert, by his first wife, shall receive no portion of this estate and any share which would otherwise have gone to them or either of them shall be distributed exactly as though they or either of them had never existed."

3. That pursuant to the said provisions of the Will of John Jay Gilbert, the executor named therein distributed \$100,000.00 to The Baltimore Trust Company and John Jay Gilbert, Jr., Trustees under the Last Will and Testament of John Jay Gilbert. Thereafter from time to time, said Trustees invested and reinvested said trust assets, distributing the net income therefrom to the said John Jay Gilbert, Jr. By order dated January 10, 1934, the Circuit Court No. 2 of Baltimore City appointed your Complainant Substituted Trustee in place of The Baltimore Trust Company and thereafter said Trustees invested and reinvested said trust assets and paid the net income therefrom to John Jay Gilbert, Jr. during his lifetime.

4. That the said John Jay Gilbert, Jr. died on September 20, 1960 and under the provisions of the Will of John Jay Gilbert, the principal of said trust fund is now distributable in accordance with the terms of Item 10 of said Will quoted above in paragraph 2 of this Bill of Complaint. The value of the principal of the trust estate on the date of death of John Jay Gilbert, Jr. was \$87,709.98

and a list of trust assets with values as of that date is annexed hereto and marked Complainant's Exhibit No. 2.

5. That your Complainant has conducted an investigation to ascertain the identity of the persons who are entitled under said provisions of the Will to receive said trust assets. Your Complainant has interviewed all known relatives of the testator and life tenant living in the State of Maryland, has interviewed the administratrix of the estate of the deceased life tenant and has corresponded with certain other persons for the purpose of determining (1) whether John Jay Gilbert, Jr. was survived by any descendants, (2) whether he was survived by any brothers or sisters of his father, John Jay Gilbert, or (3) whether he was survived by any children or descendants of brothers and/or sisters of his father and (4) the names and present addresses of any such persons. The information obtained by your Complainant as a result of such investigation is set forth in the following paragraphs of this Bill.

6. That your Complainant is informed and therefore alleges that said John Jay Gilbert, Jr., never married and was survived by no children or descendants.

7. That your Complainant is informed and therefore alleges that the said John Jay Gilbert had eight brothers and sisters, namely Stephen Myers Gilbert, who died June 15, 1905; Henry W. Gilbert, who died June 27, 1862; James W. Gilbert, who died July 18, 1851; Elizabeth Gilbert Goodwin, who died September 28, 1910; Frank Peyton Gilbert, who died in 1917; Rachael Gilbert Smith, who died in 1930; William Edgar Gilbert, who died December 3, 1935; and Mary (aka Mollie) Gilbert Jobe, who died in March, 1932.

8. That your Complainant is informed and therefore alleges that the said Stephen Myers Gilbert had five children, namely John Finney Gilbert, who died unmarried and without descendants, February 15, 1890; Grace Hamilton Gilbert, who died unmarried and without descendants,

in 1958; Henry Walter Gilbert, who died March 9, 1898, survived by no descendants, his only two children having died in infancy; Edmund Lee Gilbert, who died in August, 1876 at the age of less than one year; and Samuel Spencer Gilbert, who is now living and is a Respondent in this action. The said Samuel Spencer Gilbert Married May Willis, who is a Respondent in this action, on May 7, 1905 and six children were born of this marriage.

9. Your Complainant is informed and therefore alleges that the said Henry W. Gilbert died unmarried and without leaving descendants and that the said James W. Gilbert died at the age of four years.

10. That your Complainant is informed and therefore alleges that the said Elizabeth Gilbert married John C. Goodwin in 1871 and that one child, Fred Goodwin, was born of said marriage; that the said Fred Goodwin died in 1932 unmarried and leaving no descendants.

11. That your Complainant is informed and therefore alleges that the said Frank Peyton Gilbert married Belle Cummings and that two children were born of that marriage, namely, Frederick Gilbert and Harry Gilbert; that the said Frederick Gilbert married, had one son and died around 1945 or 1946; that the said Harry Gilbert is apparently still living; that said Frank Peyton Gilbert was married a second time to Della Dennis and there were five children born of said second marriage, namely, Eddy Clark Gilbert, who died in November, 1947 without issue; Claude Myers Gilbert, who died in January, 1952 leaving surviving him two children, namely, Dennis Claude Gilbert and John Peyton Gilbert; Mary Elizabeth Gilbert Raymond; Virginia Gilbert, who died August, 1901, at the age of two years; and Frances Adele Gilbert; that the said Dennis Claude Gilbert married Mary Ann Bendel November 26, 1960 and both of them are Respondents in this action; that John Peyton Gilbert is living and is married to Mary Darling, both of whom are Respondents in this action; that the said Mary Elizabeth Gilbert is married to Philip H. Raymond and has two

children, one born in said marriage and one born in a previous marriage to one William Derrick Tillson from whom she was divorced, that the said Mary Elizabeth Gilbert Raymond and her present husband, Philip H. Raymond, are Respondents in this action; that the said Frances Adele Gilbert married Charles S. Alexander and three children were born of said marriage. The said Frances Adele Gilbert Alexander and her husband, Charles S. Alexander, are Respondents in this action.

12. That your Complainant is informed and therefore alleges that the said Rachael Gilbert married John R. Smith, who predeceased her and she died leaving no children or descendants.

13. That your Complainant is informed and therefore alleges that the said William Edgar Gilbert married Jane Lee English November 3, 1886 and there were four children born of said marriage, namely, Lee E. Gilbert, aka Lee Hyster Gilbert, Mary Jane Gilbert, Elizabeth English Gilbert and John William Bernard Gilbert, all of whom are living and Respondents in this action; that the said William Edgar Gilbert died December 3, 1935; that the said Lee E. (Hyster) Gilbert married Helen L. Marshall, who is a Respondent in this action, and there were two children born of said marriage; that the said Mary Jane Gilbert married William Stanley, who is a Respondent in this action, on October 1, 1914 and there were four children born of said marriage; that the said Elizabeth English Gilbert married William A. Raborg, who is a Respondent in this action, on May 15, 1915, and there were three children born of said marriage; and that the said John William Bernard Gilbert married Anna Marie Sybert, who is a Respondent in this action, on June 20, 1927 and there were two children born of said marriage.

14. That your Complainant is informed and therefore alleges that the said Mary (Mollie) Gilbert married Richard Jobe August 30, 1866 and there were five children born of said marriage, namely, Harry W. Jobe, who died February 9, 1870 at the age of two years; Alice Jobe; Maxwell Jobe, who died October 21, 1924, unmarried and leaving no

descendants; William B. Jobe, who died November 16, 1879 at the age of five years; and Sallie E. Jobe, who died in infancy; that the said Mary (Mollie) Gilbert died in March, 1932; that the said Alice Jobe married George W. Waters and there was one child born of said marriage, namely, Jeanette Waters; that said Alice Jobe Waters died in April, 1960 and her said daughter, Jeanette Waters married Carter Myers, aka A. Charles Myers, and one child was born of said marriage. The said Jeanette Waters Myers and her husband are Respondents in this action.

15. That your Complainant is advised and therefore alleges that under the above facts disclosed by its investigation and the provisions of Item 10 of the said Will of John Jay Gilbert, the principal in its hands after payment of expenses of administration and distribution should be distributed to the following persons in the proportions set forth opposite their names:

Samuel Spencer Gilbert	one-fourth
Dennis Claude Gilbert	One-twenty-fourth
John Peyton Gilbert	one-twenty-fourth
Mary Elizabeth Gilbert Raymond	one-twelfth
Frances Adele Gilbert Alexander	one-twelfth
Lee E. (Hyster) Gilbert	one-sixteenth
Mary Jane Gilbert Stanley	one-sixteenth
Elizabeth English Gilbert Raborg	one-sixteenth
John William Bernard Gilbert	one-sixteenth
Jeanette Waters Myers	one-fourth;

that the said Samuel Spencer Gilbert, Dennis Claude Gilbert, John Peyton Gilbert, Mary Elizabeth Gilbert Raymond, Mary Jane Gilbert Stanley, Elizabeth English Gilbert Raborg, Jeanette Waters Myers and their respective spouses are non-residents of the State of Maryland.

16. That although your Complainant knows of no other persons who would be entitled to share in the distribution of the principal of said trust, your Complainant apprehends that there may be unknown persons who are entitled to participate in such distribution. The

reasons for your Complainant's apprehension are (1) that your Complainant has been unable to find any persons who have first hand knowledge of the entire pertinent geneology of the testator and his brothers and sisters; (2) that the testator and his brothers and sisters were all born over one hundred years ago and many of the facts disclosed by the Complainant's investigation are sketchy, come from unknown sources and are difficult, if not impossible, to verify; (3) the memories of certain of the persons from whom your Complainant obtained the information set forth above are not entirely clear in all respects because of the lapse of time since the events related. Thus your Complainant believes there may be descendants of the said John Jay Gilbert, Jr. or brothers or sisters of the testator John Jay Gilbert or descendants of such unknown brothers or sisters of the testator who are presently living and unknown to the Complainant.

WHEREFORE, your Complainant prays:

1. That this Honorable Court assume jurisdiction of the premises and determine the persons entitled to the trust estate created under the said Will of John Jay Gilbert and the manner in which distribution thereof should be made.

2. That the division and distribution of said trust estate may be made under the jurisdiction and direction of this Honorable Court and that if a sale of any of the trust property is necessary or desirable for the purpose of distribution, or otherwise, that a sale thereof may be ordered and decreed.

3. That the trustee may be finally discharged and released.

4. That the usual order of publication may issue against all named non-resident Respondents and against all unknown Respondents described herein.

5. And that the Complainant may have such other and further relief as its case may require.

AND as in duty bound, etc.

**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 Bill of Complaint 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 28th

day of August A. D., 19 61

Henry J. Ripperger
Clerk.

BALTIMORE NATIONAL BANK, Substituted Trustee under the Last Will and Testament of JOHN JAY GILBERT, deceased,	:	IN THE CIRCUIT COURT
	:	OF
Complainant	:	BALTIMORE CITY
v.	:	Docket 1961A
SAMUEL SPENCER GILBERT, et al.,	:	Folio 56
Respondents	:	

DECREE

The above cause standing ready for hearing and being submitted, the Bill, Answer, Testimony, Exhibits, and all other proceedings were by the Court read and considered, and it appearing to the Court that the Trust created by the Will of the late John Jay Gilbert for the benefit of his son, John Jay Gilbert, Jr. as life tenant, has come to an end by the reason of the death of said life tenant, and that the said life tenant died without leaving children or descendants living at the time of his death, and that the funds composing said Trust now in the hands of the Baltimore National Bank, Substituted Trustee of said Trust Estate, are now distributable per stirpes to the descendants of the brothers and sisters of the said Testator living at the death of said life tenant, it is thereupon, this *14th* day of July, 1961, by the Circuit Court of Baltimore City

ADJUDGED, ORDERED AND DECREED that this Court assume jurisdiction of the Trust under the Will of John Jay Gilbert, deceased, and the further administration and distribution thereof;

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Baltimore National Bank, Substituted Trustee under the Last Will and Testament of John Jay Gilbert, deceased, be and it is hereby authorized to sell, assign and transfer all securities held by it as such Substituted Trustee through any member of any stock

exchange at market quotation and to sell at public or private sale all ground rents and other property, real and personal, held by it as such Substituted Trustee, and it shall not be necessary for said Substituted Trustee to file herein any appraisals of said trust assets, real or personal, in connection with such sales.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Baltimore National Bank, Substituted Trustee under the Last Will and Testament of John Jay Gilbert, deceased, be and it is hereby authorized and directed, after payment of expenses of administration, including the cost of the within proceeding and reasonable counsel fees, to make distribution and payment of the property and funds composing said trust, including both corpus and income allocable to the remaindermen, to the following persons, who are the descendants of the brothers and sisters of said testator living at the death of the said life tenant and the executrix of one such deceased descendant who are entitled to distribution of the remainder interests in the said trust under the Will of John Jay Gilbert, in the following proportions:

Sarah Katherine Gilbert, Executrix of the Last Will and Testament of Samuel S. Gilbert, deceased	one-fourth;
C. Dennis Gilbert	one-twenty-fourth;
John Peyton Gilbert	one-twenty-fourth;
Mary Elizabeth Gilbert Raymond	one-twelfth;
Frances Adole Gilbert Alexander	one-twelfth;
Lee Eyster Gilbert	one-sixteenth;
Mary Jane Gilbert Stanley	one-sixteenth;
Elizabeth English Gilbert Raborg	one-sixteenth;
John William Bernard Gilbert	one-sixteenth;
Janet Waters Myers	one-fourth.

AND IT IS FURTHER ADJUDGED, ORDERED, AND DECREED, that said Substituted Trustee file in this proceeding a Report showing the distribution of the property belonging to said Trust Estate.

S. Ralph Warthen

THE WITHIN IS A PROPER DECREE TO BE PASSED
IN THIS CASE.

H. Paul Rome

Examiner and Master

BALTIMORE NATIONAL BANK,	:	IN THE CIRCUIT COURT
Substituted Trustee under the	:	OF
Last Will and Testament of	:	
John Jay Gilbert, deceased,	:	BALTIMORE CITY
Complainant,	:	
v.	:	Docket 1961A
	:	
SAMUEL SPENCER GILBERT, et al,	:	Folio 56
Respondents.	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Baltimore National Bank, Substituted Trustee herein, respectfully represents unto your Honor:

That, acting under and by virtue of the power of sale contained in Item 10 of the Last Will and Testament of John J. Gilbert, deceased, Baltimore National Bank, Substituted Trustee herein, has sold at private sale to Mildred B. Bartholow the annual ground rents listed below on a 6% basis less certain title costs, all as more fully set forth below, plus accrued ground rent to the date of payment:

\$90.00 annual ground rent issuing out of the property known as 401 Locust Drive, Baltimore County, Maryland-----	\$1,500.00
--	------------

\$84.00 annual ground rent issuing out of the property known as 157 Meadow Road, Brooklyn, Anne Arundel County, Maryland-----	1,400.00
---	----------

\$90.00 annual ground rent issuing out of the property known as 7927 - 34th Street, Baltimore County, Maryland-----	1,500.00
--	----------

Aggregate Gross Sale Price	\$4,400.00
----------------------------	------------

Less Expenses paid by Trustee:

Broker's commission	\$55.00	
Title Company fee	80.00	
Baltimore County		
Transfer Tax	30.00	
One-half Federal, State and County		
Tax Stamps	7.43	172.43

Aggregate Net Sale Price	<u>\$4,227.57</u>
--------------------------	-------------------

The Substituted Trustee herein further reports to the Court that the above property was sold for the most money which it could obtain for the same, the said Mildred B. Bartholow having offered the greatest price therefor.

Respectfully submitted,

BALTIMORE NATIONAL BANK,
SUBSTITUTED TRUSTEE

By Vernon H. Rothauge
Vernon H. Rothauge
Assistant Vice President

David Ross

David Ross

Ober, Williams, Grimes & Stinson

Ober, Williams, Grimes & Stinson
Solicitors for Substituted Trustee

Amount of Sale: \$4,227.57

STATE OF MARYLAND

SS:

CITY OF BALTIMORE

I HEREBY CERTIFY that on this 26th day of June, 1961, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared VERNON H. ROTHAUGE, Assistant Vice President of Baltimore National Bank, Substituted Trustee herein, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly and bona fide made.

WITNESS my hand and Notarial Seal.

{ Seal }
{ Place }

Frances Elizabeth Brown
Notary Public

BALTIMORE NATIONAL BANK, &c.

IN THE

CIRCUIT COURT

- OF -

BALTIMORE CITY

vs.

SAMUEL SPENCER GILBERT, ET AL.

A-56/470/1961

ORDERED BY THE COURT, This 22nd

day of August, 19 61, that the private sale made and reported by the

Substituted
/Trustee, on July 20th, 1961

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

Substituted

Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as

it

shall produce vouchers for to the Auditor.

Reuben Oppenheimer

**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 Docket Entries, Bill of
Complaint, Decree of Court, Report of Sale and Final Order of
Ratification

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 22nd

day of August A. D., 19 61

Henry J. Ripperger
Clerk.

18

Charles J. Atas, Assignee

vs.

John Joseph McCarthy and
Margaret Elizabeth McCarthy,
his wife.

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No 14,364 Equ. J.

* * * * *

Mr. Clerk:

Please docket this suit in Equity and file the at-
tached mortgage as an exhibit and enter my appearance as attorney
for the Plaintiff.



Charles J. Atas, Attorney
103 Crain Hwy., S.E.
Glen Burnie, Md.
Southfield 6-6820

THIS MORTGAGE, Made this 2nd day of August.

in the year nineteen hundred and fifty two

by and between John Joseph

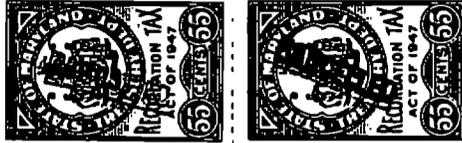
No 14, 269 Equity

McCarthy^{SR} and Margaret Elizabeth McCarthy (formerly Margaret Elizabeth Leimbach)

Mortgagors of the Anne Arundel County,

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

Anthony Serio,



, Mortgagee, of the second part:

LIBER 132 PAGE 214

Whereas, Said Mortgagors stand justly indebted to said Mortgagee in the just sum of \$1038.00, with interest from date at the rate of 6% per annum on the unpaid principal until paid, said principal and interest being payable to the Mortgagee in monthly installments of \$60.00 each, commencing on the 1st day of September, 1952, and becoming due and payable on the 1st day of each and every month thereafter until the principal and interest are fully paid, except that the full principal and interest shall become fully due and payable on March 1, 1954, anything to the contrary herein notwithstanding, and

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

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said John Joseph McCarthy^{SR} and Margaret Elizabeth McCarthy, his wife.

do grant and convey unto Anthony Serio, his

heirs and assigns,

in fee simple, all of that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel Co. aforesaid, and described as follows, to wit:—

BEGINNING for the first at a stake situated on the East side of Cockey's Creek Alternate Road 30 feet wide as now laid out; said place of beginning being distant South 72° 15' East 30.15 feet from the intersection formed by the South side of a 20 foot Right of Way leading from the aforesaid Cockey's Creek Alternate Road to the waters of Cockey's Creek and the West side of said Cockey's Creek Alternate Road 30 feet wide as now laid out and running thence South 23° 02' West, binding on the East side of said Cockey's Creek Alternate Road 50 feet to a stake, thence South 72° 15' East 200 feet to a stake, thence North 23° 02' East 100 feet to a stake, thence North 72° 15' West 200 feet to a stake and to the East side of said Cockey's Creek Alternate Road, thence South 23° 02' West binding on the East side of said Cockey's Creek Alternate Road 50 feet more or less, to the place of beginning.

BEGINNING for the second at a point on the East side of an alternate road known as Pine 30 foot Road and the Northwest corner of the first conveyance to Harry J. Shorb et al by deed dated November 27, 1940 from M. J. Swift and Company, Incorporated to Harry J. Shorb and wife recorded among the Land Records of Anne Arundel County in Liber J.H.H. 299, folio 212, thence binding on the East side of Said 30 foot road North 23° 2' East 50 feet, thence South 72° 15' East 200 feet thence South 23° 2' West 50 feet to Harry J. Shorb's first conveyance of land binding Harry J. Shorb's first conveyance of land North 72° 15' West 200 feet to the point of beginning. Containing 0.23 acres of land, more or less.

BEING BEING the same lot of ground granted & conveyed by Deed dated September 28, 1951, to John Joseph McCarthy Sr. & Margaret Elizabeth Leimbach from Corvelius Mills & Pearl B. Mills, his wife, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 646., folio 541

FILED 1951 MAR -7 AM 11:46

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Anthony Serio, his heirs and assigns, forever.

Provided, that if the said John Joseph McCarthy^{SR} and Margaret Elizabeth McCarthy, his wife

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Ten Hundred Thirty Eight (\$1038.00) - - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, his personal representatives, or assigns, George Sachse, authorized Attorney or Agent

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

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments John Joseph McCarthy^{SR} and Margaret Elizabeth McCarthy, the said parties of the first part covenant to pay when legally payable.

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

Witness our hands and seals

TEST:

Edward M. Dunn
Edward M. Dunn

John Joseph McCarthy [SEAL]
John Joseph McCarthy, SR.
Margaret Elizabeth McCarthy [SEAL]
Margaret Elizabeth McCarthy
_____[SEAL]

State of Maryland, Anne Arundel County, , SS:
I Hereby Certify, that on this 2nd day of August 1952 in the year one thousand nine hundred and fifty two before me, the subscriber, a Notary Public of the State of Maryland, in and for the Anne Arundel County aforesaid, personally appeared John Joseph McCarthy^{SR} and Margaret Elizabeth McCarthy, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Anthony Serio, 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.

Edward M. Dunn
Edward M. Dunn
Notary Public

67-10-669

RECORDED 41 OCT 1960

David

October 20th, 1960,

I, Vincent, Serio, hereby assign the within mortgage unto Charles J. Atas, Attorney for the purposes of foreclosure.

Test:

Garner Klair
Garner Klair,

Vincent Serio (SEAL)
Vincent Serio, Executor, and legatee under the last will and testament of Anthony Serio,

*Wm. F. Chas. J. Atas
102 Crain Highway
Glen Burnie Md*

MORTGAGE

FROM

Jehn Joseph McCarthy and
Margared Elizabeth McCarthy, his wife
(formerly Margaret Elizabeth Leimbach

TO

Anthony Serio

THIRD ELECTION DISTRICT
BLOCK NO. _____
OF _____ COUNTY

Received for Record 5/19/52
at 1:25 o'clock P.M. Same day recorded
in Liber 669 No. 699 Folio 17 &c.,

Records of

Atas

and examined per

John D. Williams, Clerk.

Cost of Record, \$ _____

George Jachse
Attorney at Law
102 Crain Highway
Glen Burnie, Md.

The Daily Record Company, Baltimore, Md.

415

17836

Rec. 10/21/60

Charles J. Atas, Assignee

IN THE

vs.

CIRCUIT COURT

John Joseph McCarthy, and
Margaret Elizabeth McCarthy,
his wife.

FOR

ANNE ARUNDEL COUNTY

NO. *1425* EQUITY

* * * * *

STATEMENT OF MORTGAGE DEBT

- (1) Principal from mortgage dated August 2, 1952, recorded in J.H.H. No. 699, folio 17, \$1,038.00;
- (2) Interest from August 2, 1952, to February 2, 1961, \$528.74;
- (3) 1956,57 and 1958 taxes paid by the mortgagee in the amount of \$175.75;
- (4) The 1959, 1960 taxes with a total of \$110.77. The total amount of \$152.26. Paid on account \$6.00. Balance due

[Signature]
\$1,847.26.

[Signature]
VINCENT SERIO

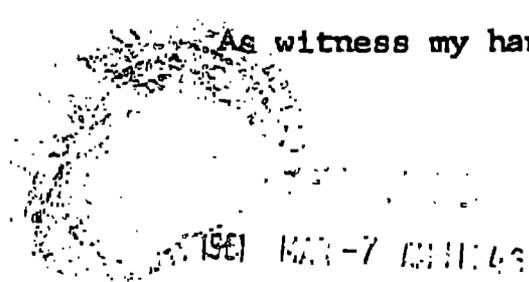
CHARLES J. ATAS

State of Maryland County of Anne Arundel to wit:

I hereby certify that on this *13th* day of *February*,

1960, before me a Notary Public of the State of Maryland, County of Anne Arundel personally appeared Charles J. Atas, Assignee, 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 said cause and now remaining due and unpaid.

As witness my hand and notary seal.



[Signature]
Charles J. Atas Notary Public
My Commission Expires: 5/1/61

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 132 PAGE 219

No. 14,269 Equity

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

I hereby certify that, on this 30th day of November, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Charles J. Atas

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 Joseph McCarthy and Margaret Elizabeth McCarthy, his wife,

and they 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 30th day of

Notarial
Seal

November

, 19 60 .

Garner J. Klein

Notary Public

My Commission will expire on: 5/1/61.

Filed,



7.

Charles J. Atas, Atty.
103 Crain Hwy., S.E.
Glen Burnie, Md.
SOUTHFIELD 6-6820

Charles J. Atas, Assignee

vs.

John Joseph McCarthy, and
Margaret Elizabeth McCarthy,
his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,269 EQUITY

* * * * *

ORDER OF PUBLICATION

ASSIGNEE SALE OF VALUABLE OF FEE SIMPLE PROPERTY

Property located on Cockey's Creek Alternate Road, Third Election District, that under and by virtue of a power of sale set forth in a mortgage dated the 2nd day of August, 1952, and recorded among the Land Records of Anne Arundel County in J.H.H. 699, folio 17, default having occurred thereunder, the undersigned, Assignee, for the purposes of foreclosure of the sale the court house steps, Annapolis, Maryland, the following hereinafter described property;

First Parcel: Beginning for the first at a stake situated on the Eastern side of the Cockey's Creek Alternate Road 30 feet wide as now laid out; said place of beginning being distant South 72 degrees 15 minutes East 30.15 ft. from the intersection formed by the South side of a 20 foot Right of Way leading from the aforesaid Cockey's Creek Alternate Road to the waters of Cockey's Creek and the West side of said Cockey's Creek Alternate Road 30 feet wide as now laid out and running thence South 23 degrees 02 minutes West, binding on the East side of the said Cockey's Creek Alternate Road 50 feet to a stake, thence South 72 degrees

1951 MAR -7 AM 11:45

8

15 minutes East 200 feet to a stake, thence North 23 degrees 02 minutes East 100 feet to a stake, thence North 72 degrees 15 minutes West 200 feet to a stake and to the East side of said Cockey's Creek Alternate Road, thence South 23 degrees 02 minutes West binding on the East side of said Cockey's Creek Alternate Road 50 feet more or less, to the place of beginning.

Second parcel: Beginning for the second at a point on the East side of an alternate Road known as Pine 30 foot Road and the Northwest corner of the first conveyance to Harry J. Shorb et al by deed dated November 27, 1940, from M. J. Swift and Company, Incorporated to Harry J. Shorb and wife recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 299, folio 212, thence binding on the East Side of said 30 foot ^{Road} ~~right of way~~ North 23 degrees 02 minutes East 50 feet, thence South 72 degrees 15 minutes East 200 feet thence South 23 degrees 02 minutes West 50 feet to Harry J. Shorb's first conveyance of land thence binding Harry J. Shorb's first conveyance of land North 72 degrees 15 minutes West 200 feet to the point of beginning. Containing .23 acres of land, more or less.

Being the same lots of ground which by a deed dated the 28th day of September, 1951, was granted and conveyed in fee simple to the said John Joseph McCarthy Sr. and Margaret Elizabeth Leimbach from Cornelius Mills and Pearl B. Mills, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 646, folio 541. The said Margaret Elizabeth Leimbach having since intermarried with John Joseph McCarthy, Sr., and now being known as Margaret Elizabeth McCarthy. Upon the 27th day

~~March~~^{April}, 1961, at 10:00, A.M. at the Court House door at Annapolis, Maryland.

Subject to a judgment by the Hecht Company, in the amount of \$213.00 with interest and costs from the 4th day of May, 1955, and recorded in J.P. No. 12, folio 375.

The improvement:

A frame bungalow.

Terms of sale: A cash deposit of \$300.00 will be required of the purchaser at the time of the sale and the place of the sale, the balance of the purchase price to be payable upon the final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent from the date of the sale to the date of the settlement.

Taxes, water, rent and other expenses to be adjusted after the date of sale.



Charles J. Atas, Assignee for purpose of foreclosure.



Auctioneer, Robert Campbell

Charles J. Atas, Atty.
 108 Crain Hwy., S.E.
 Glen Burnie, Md.
 Southfield 6-6820
**IN THE
 CIRCUIT COURT
 FOR ANNE
 ARUNDEL COUNTY**
No. 14,269 Equity

Charles J. Atas, Assignee
 versus
 John Joseph McCarthy, and
 Margaret Elizabeth McCarthy,
 his wife.

**Order Of
 Publication
 Assignee
 Sale
 OF VALUABLE
 FEE SIMPLE
 PROPERTY**

Property located on Cockey's
 Creek Alternate Road, Third Elec-
 tion District, that under and by
 virtue of a power of sale set forth
 in a mortgage dated the 2nd day
 of August, 1952, and recorded
 among the Land Records of Anne
 Arundel County in J.H.H. 699,
 folio 17, default having occurred
 thereunder, the undersigned, As-
 signee, for the purposes of fore-
 closure of the sale at the court
 house steps, Annapolis, Mary-
 land, will offer for sale on

**THURSDAY,
 APRIL 27, 1961
 at 10:00 A.M.**

The following, hereinafter de-
 scribed property:

First Parcel: Beginning for the
 first at a stake situated on the
 Eastern side of the Cockey's
 Creek Alternate Road 30 feet wide
 as now laid out; said place of
 beginning being distant South 72
 degrees 15 minutes East 30.15 ft.
 from the intersection formed by
 the South side of a 20 foot Right
 of Way leading from the afore-
 said Cockey's Creek Alternate
 Road to the waters of Cockey's
 Creek and the West side of said
 Cockey's Creek Alternate Road
 No. 30 feet wide as now laid out and
 running thence South 23 degrees
 02 minutes West, binding on the
 East side of the said Cockey's
 Creek Alternate Road 50 feet to
 a stake, thence South 72 degrees
 15 minutes East 200 feet to a
 stake, thence North 23 degrees 02
 minutes East 100 feet to a stake,

11

OFFICE

Maryland Gazette

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

LIBER 132 PAGE 223

CERTIFICATE OF PUBLICATION

Annapolis, Md., *April 26*, 19*61*

We hereby certify, that the annexed _____

Order of Publication

Assignee's Sale

Eg. 14,269

John Joseph McCarthy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
 County, Maryland, once a week for 7

successive weeks before the 27th

day of April, 19*61*. The first

insertion being made the 9th day of

March, 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

APR 27 AM 10:02 By *H. Tilghman*

thence North 72 degrees 15 minutes West 200 feet to a stake and to the East side of said Cockey's Creek; Alternate Road, thence South 23 degrees 02 minutes West binding on the East side of said Cockey's Creek Alternate Road 50 feet more or less, to the place of beginning.

Second parcel: Beginning for the second at a point on the East side of an alternate Road known as Pine 30 foot Road and the Northwest corner of the first conveyance to Harry J. Shorb et al by deed dated November 27, 1940, from M. J. Swift and Company, Incorporated to Harry J. Shorb and wife recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 299, folio 212, thence binding on the East Side of said 30 foot Road North 23 degrees 02 minutes East 50 feet, thence South 72 degrees 15 minutes East 200 feet thence South 23 degrees 02 minutes West 50 feet to Harry J. Shorb's first conveyance of land thence binding Harry J. Shorb's first conveyance of land North 72 degrees 15 minutes West 200 feet to the point of beginning. Containing .23 acres of land, more or less.

Being the same lots of ground which by a deed dated the 28th day of September, 1951, was granted and conveyed in fee simple to the said John Joseph McCarthy, Sr. and Margaret Elizabeth Leimbach from Cornelius Mills and Pearl B. Mills, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 646, folio 541. The said Margaret Elizabeth Leimbach having since intermarried with John Joseph McCarthy, Sr., and now being known as Margaret Elizabeth McCarthy. Upon the 27th day of April, 1961, at 10:00, A.M. at the Court House door at Annapolis, Maryland.

Subject to a judgment by the Hecht Company, in the amount of \$213.00 with interest and costs from the 4th day of May, 1955, and recorded in J.P. No. 12, folio 375.

The improvement:
A frame bungalow.

Terms of sale: A cash deposit of \$300.00 will be required of the purchaser at the time of the sale and the place of the sale, the balance of the purchase price to be payable upon the final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent from the date of the sale to the date of the settlement.

Taxes, water, rent and other expenses to be adjusted after the date of sale.

CHARLES J. ATAS, Assignee
for purpose of foreclosure.
Auctioneer,
ROBERT CAMPBELL

GLOBE

LIBER 132 PAGE 225

LIBER 10 PAGE 573

INDEMNITY COMPANY



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O R D

NO. 14.269 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, CHARLES J. ATAS

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 TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) ----- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of April, 19 61 .

WHEREAS by virtue of a power of sale contained in a Mortgage from John Joseph McCarthy, Sr. and Mary Elizabeth McCarthy to Anthony Serio -----, bearing date on or about the 2nd day of August, 19 52, the said Charles J. Atas as Assignee, 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 Charles J. Atas ----- as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal 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.

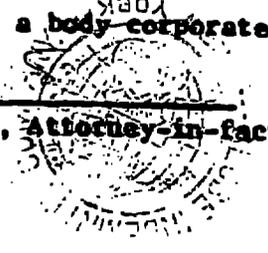
WITNESS:

Ethel M. Carle
Ethel M. Carle
Approved this 27 day of April 1961
George T. Cornwall, Clerk
1961

Charles J. Atas (SEAL)
Charles J. Atas PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By *John H. Hopkins, IV*
John H. Hopkins, IV, Attorney-in-fact
SURETY

FILED APR 27 AM 9:35



In the matter of the mortgage real estate of:

John Joseph McCarthy	*	IN THE
&		
Margaret Elizabeth McCarthy	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL CO.
	*	Equity No. 14,269

* * * * *

REPORT OF SALE

To The Honorable, The Judges of The Said Court:

The report of Charles J. Atas, Assignee of the mortgage filed in this proceeding respectfully shows as follows:

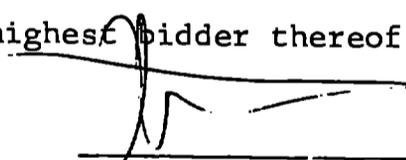
That under and by virtue of the power of sale contained in a mortgage from John Joseph McCarthy and Margaret Elizabeth McCarthy, his wife to Anthony Serio, widower subsequently assigned to Charles J. Atas. The said Charles J. Atas, Attorney for ^{AS ASSIGNEE} Vincent Serio was authorized to make the sale of the property therein described in case of default ~~and divert~~, and default having occurred thereunder after having given notice of the time and the place and the matter of sale together with the terms thereof by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisits of the mortgage, and of the law for such cases made and provided, offered the property and the said mortgage described at public auction, at the main entrance of the court house, on Church Circle, Annapolis, Maryland, on the 27th day of April, 1961 at 11:00 A.M. for the sum of Five Hundred (\$500.00) Dollars unto Vincent Serio, he being at that figure the highest bidder therefore, said property being the following: (See photostated description attached).

FILED
1961 MAY 10 PM 3:12

And the said Charles J. Atas, further reports that he has received from the purchaser a deposit as required by the terms of the sale and also the purchaser's agreement to comply with the terms of the sale, which are as follows:

- (1) A cash deposit of \$500.00 will be required of the purchaser at the time and place of the sale, balance of the purchase money on final ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest at 6% from the date of sale to the date of settlement.
- (2) Taxes and all other expenses including sanitary district charges, if any, and all other assessments to be adjusted to the date of sale.

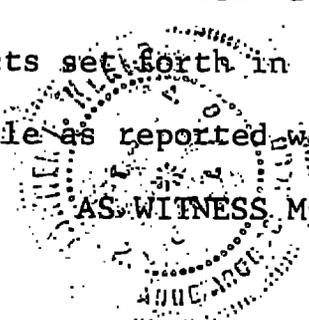
And the said Charles J. Atas, Attorney, and Assignee named in the said mortgage, further certifies that the said sale was fairly made to the highest bidder thereof as stated.



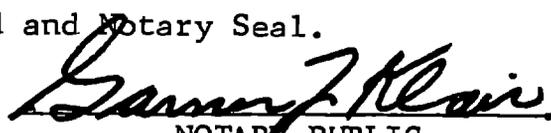
 Charles J. Atas, Attorney
 103 Crain Highway, South
 Glen Burnie, Maryland
 Southfield 6-6123

State of Maryland, County of Anne Arundel TO WIT:

I hereby certify that on this 12 day
 of May, 1961 before me, the subscriber, a
 Notary Public of the state of Maryland, in and for the County
 of Anne Arundel, aforesaid, personally appeared Charles J. Atas,
 Assignee who was duly authorized to make the sale of the prop-
 erty described herein and he made oath in due form of law that
 the facts set forth in this report of sale are true and that the
 said sale as reported was fairly made.



AS WITNESS My hand and Notary Seal.



 NOTARY PUBLIC

My commission expires 5/1/63.

First Parcel: Beginning for the first at a stake situated on the Eastern side of the Cockey's Creek Alternate Road 30 feet wide as now laid out; said place of beginning being distant South 72 degrees 15 minutes East 30.15 feet from the intersection formed by the South side of a 20 foot right of way leading from the aforesaid Cockey's Creek Alternate Road to the waters of Cockey's Creek and the West side of said Cockey's Creek Alternate Road 30 feet wide as now laid out and running thence South 23 degrees 02 minutes West, binding on the East side of said Cockey's Creek Alternate Road 50 feet to a stake, thence South 72 degrees 15 minutes East 200 feet to a stake, thence North 23 degrees 02 minutes East 100 feet to a stake, thence North 72 degrees 15 minutes East 100 feet to a stake, thence North 72 degrees 15 minutes West 200 feet to a stake and to the East side of said Cockey's Creek Alternate Road, thence South 23 degrees 02 minutes West binding on the East side of the said Cockey's Creek Alternate Road 50 feet more or less, to the place of beginning.

Second Parcel: Beginning for the second at a point on the East side of an alternate Road known as Pine 30 foot Road and the Northwest corner of the first conveyance to Harry J. Shorb et al. by deed dated November 27, 1940 from M.J. Swift and Company, Incorporated to Harry J. Shorb and wife recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 299, folio 212, thence binding on the East side of said 30 foot right of way North 23 degrees 02 minutes East 50 feet, thence South 72 degrees 15 minutes East 200 feet thence South 23 degrees 02 minutes West 50 feet to Harry J. Shorb's first conveyance of land thence binding Harry J. Shorb's first conveyance of land North 72 degrees 15

minutes West 200 feet to the point of beginning. Containing .23 acres of land, more or less.

Being the same lots of ground which by a deed dated the 28th day of September, 1951, was granted and conveyed in fee simple to the said John Joseph McCarthy Sr. and Margaret Elizabeth Leimbach from Cornelius Mills and Pearl B. Mills, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 646, folio 541. The said Margaret Elizabeth Leimbach having since intermarried with John Joseph McCarthy, Sr. and now being known as Margaret Elizabeth McCarthy.

149

April 27, 1961

I, VINCENT SERIO, do hereby certify that I purchased the property I described in the report of sale prepared by Charles J. Atas, Assignee, and that the purchase price was \$500.00 and that the sale was fairly made.

Vincent Serio
VINCENT SERIO

FILED
1961 MAY 3 AM 10:49

17.

ORDER NISI

LIBER 132 PAGE 231

CHARLES J. ATAS, Assignee

IN THE

CIRCUIT COURT

versus

JOHN JOSEPH McCARTHY, and

FOR

MARGARET ELIZABETH McCARTHY, his wife

ANNE ARUNDEL COUNTY

No. 14,269 Equity

Ordered, this 10th day of May, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by Charles J. Atas, Assignee

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.

The report states that the amount of sale was \$ 500.00

FILED 1961 MAY 10 PM 3:12

George T. Cornwall

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

CHARLES J. ATAS, Assignee

IN THE

CIRCUIT COURT

versus

JOHN JOSEPH McCARTHY, and

FOR

MARGARET ELIZABETH McCARTHY, his wife

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of June, 19 61 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. Boni Duchett

JUDGE.

FILED

1961 JUN 21 PM 12:12

Charles J. Atas, Assignee

*

IN THE

vs.

CIRCUIT COURT

John Joseph McCarthy &
Margaret Elizabeth McCarthy

*

FOR

ANNE ARUNDEL COUNTY
Equity no. 14,269

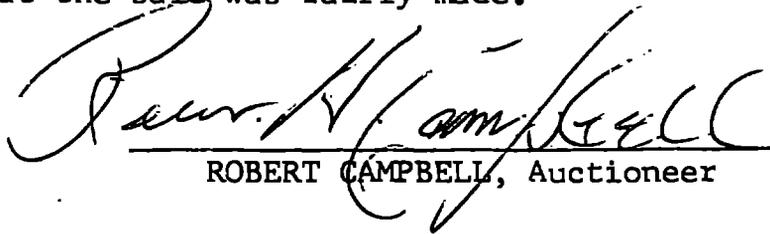
*** * * * * *

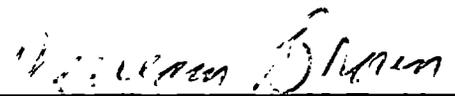
April 27, 1961

I hereby certify that I did sell at public auction,
upon the 27th day of April, 1961, the following described prop-
erty:

(SEE ATTACHED PAGE)

at and for the sum of \$500.00. The purchasers were
VINCENT SERIO, and that the sale was fairly made.


ROBERT CAMPBELL, Auctioneer


WITNESS as to auctioneer's
signature

FILED

1961. MAY 16 AM 10:22

19.

First Parcel: Beginning for the first at a stake situated on the Eastern side of the Cockey's Creek Alternate Road 30 feet wide as now laid out; said place of beginning being distant South 72 degrees 15 minutes East 30.15 feet from the intersection formed by the South side of a 20 foot right of way leading from the aforesaid Cockey's Creek Alternate Road to the waters of Cockey's Creek and the West side of said Cockey's Creek Alternate Road 30 feet wide as now laid out and running thence South 23 degrees 02 minutes West, binding on the East side of said Cockey's Creek Alternate Road 50 feet to a stake, thence South 72 degrees 15 minutes East 200 feet to a stake, thence North 23 degrees 02 minutes East 100 feet to a stake, thence North 72 degrees 15 minutes East 100 feet to a stake, thence North 72 degrees 15 minutes West 200 feet to a stake and to the East side of said Cockey's Creek Alternate Road, thence South 23 degrees 02 minutes West binding on the East side of the said Cockey's Creek Alternate Road 50 feet more or less, to the place of beginning.

Second Parcel: Beginning for the second at a point on the East side of an alternate Road known as Pine 30 foot Road and the Northwest corner of the first conveyance to Harry J. Shorb et al by deed dated November 27, 1940 from M.J. Swift and Company, Incorporated to Harry J. Shorb and wife recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 299, folio 212, thence binding on the East side of said 30 foot right of way North 23 degrees 02 minutes East 50 feet, thence South 72 degrees 15 minutes East 200 feet thence South 23 degrees 02 minutes West 50 feet to Harry J. Shorb's first conveyance of land thence binding on Harry J. Shorb's first conveyance of land North 72 degrees 15

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OFFICE OF

Maryland Gazette

LIBER 132 PAGE 235

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,269

John Joseph Mc Carthy
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 June, 1961. The first

insertion being made the 12th day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi
 IN THE
 CIRCUIT COURT
 FOR
 ANNE ARUNDEL COUNTY
 No. 14,269 Equity
 CHARLES J. ATAS, Assignee
 versus
 JOHN JOSEPH McCARTHY, and
 MARGARET ELIZABETH Mc-
 CARTHY, his wife
 Ordered, this 10th day of May,
 1961, That the sale of the Prop-
 erty in these proceedings men-
 tioned, made and reported by
 Charles J. Atas, Assignee BE
 RATIFIED AND CONFIRMED,
 unless cause to the contrary
 thereof be shown on or before
 the 19th day of June next; Pro-
 vided, a copy of this Order be
 inserted in some newspaper pub-
 lished in Anne Arundel County,
 once in each of three successive
 weeks before the 19th day of
 June next.
 The report states that the
 amount of sale was \$500.00.
 GEORGE T. CROMWELL, Clerk
 True Copy, TEST:
 GEORGE T. CROMWELL, Clerk
 Ju-8

FILED

No. M. G. 2121957 JUN 12 PM 2:22

Dr.

Charles J. Atas, Assignee vs. John Joseph McCarthy and
Margaret Elizabeth McCarthy, his wife

in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	33	00		133 00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50		51 50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	122	50		
Capital-Gazette Press - Order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps		28		
One-half State documentary stamps		55		
Garner F. Klair - notary fees	1	50		197 83
To Assignee for Taxes, viz:				
1959 State and County taxes and interest	44	54		
1960 State and County taxes, interest and advertisement of tax sale	62	68		
1961 State and County taxes (\$46.67) - adjusted to 4/27/61	15	13		
Tax sale costs and interest to date	7	96		130 31
				512 64
Principal of Mortgage Claim filed	1,038	00		
Interest @ 6% from 8/2/52 to 8/2/61 - 9 years	560	52		
1956, 1957 and 1958 taxes paid by mortgagee	175	75		
Overpayment by Assignee, as above	12	64		
Balance subject to decree in personam	1,786	91		

with

Charles J. Atas, Assignee

Cr.

1961

Apr.

27 Proceeds of Sale

500 00

OVERPAYMENT BY ASSIGNEE

12 64

512 64

ORDER NISI

LIBER 132 PAGE 239

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

..... Charles J. Atas,
..... Assignee
VERSUS
..... John Joseph McCarthy
..... and
..... Margaret Elizabeth McCarthy,
..... his wife

No. 14,269

Equity.

ORDERED, This 2^{0th} day of July, 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 28th 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 28th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of August, 1961, that the foregoing 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 AUG 31 PM 12:14

V. Bani Dinkelt

1961 JUL 20 PM 3:23

Maryland Gazette

LIBER 132 PAGE 240

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed

Order Nisi - Aud. Inst. Eq 14, 26-9

John Joseph McCarthy

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 28th

day of August, 1961. The first

insertion being made the 27th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Therese Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 14,269 Equity

CHARLES J. ATAS, Assignee

versus

JOHN JOSEPH McCARTHY and MARGARET ELIZABETH McCarthy, his wife

Ordered, this 20th day of July, 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 28th 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 28th day of August next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk A-10

1961
AUG 30 PM 1:56
FILED

No. M. G. 22367

MORTGAGE

THIS MORTGAGE, made this 23rd day of July, A. D. 19 58, by and between PETER RONALD POLASKI AND MARY LEE POLASKI, his wife

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

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

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND SEVEN HUNDRED AND 00/100ths Dollars (\$12,700.00), 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 SIXTY-SIX AND 25/100ths Dollars (\$ 66.25), commencing on the first day of September, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ July 22, 1988, ~~at~~ . 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. 25, in Block D, as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 27, Folio 30, the improvements thereon are to be known as No. 108 Glenlea Drive.

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

FILED

1961 MAR 28 AM 10:13

* 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

LIBER 1222 PAGE 49

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty (\$120.00) Dollars, payable half-yearly on the 23rd days of January and July in each and every year.

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

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

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items 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.

Peter Ronald Polaski [SEAL]

Peter Ronald Polaski
----- [SEAL]
Mary Lee Polaski [SEAL]

Mary Lee Polaski
----- [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit: LIBER 1222 PAGE 52

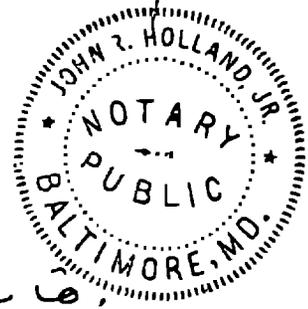
I HEREBY CERTIFY, That on this **23rd** day of **July**, 19**58**, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City** aforesaid, personally appeared **Peter Ronald Polaski and Mary Lee Polaski, his wife** the above named Mortgagors, and **they** acknowledged the foregoing mortgage to be **their** act.

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

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

John R. Holland, Jr.

JOHN R. HOLLAND, JR. Notary Public.



lien No. **18214**
by **DAG**
d by *[Signature]* Examiner
for Record

Rec'd for record **July 25 1958** at **2:45 PM**.
Filed to **The Colonial Title Guarantee Co.**

IN THE CIRCUIT COURT
OF
BALTIMORE CITY

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
PETER RONALD POLASKI AND
MARY LEE POLASKI, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

1. THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

PETER RONALD POLASKI AND

MARY LEE POLASKI, HIS WIFE

LIBER 132 PAGE 246

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Peter Ronald Polaski and Mary Lee Polaski, his wife to Baltimore Federal Savings and Loan Association dated the 23rd day of July 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1222 Folio 48 .

Amount of Mortgage	\$12,700.00
Less - amount paid on principal	<u>365.33</u>
	12,334.67
Plus - interest to 4/24/61	<u>527.42</u>
	12,862.09
Plus - overdraft in expense account	<u>347.64</u>
	13,209.73

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th day of March 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 and unpaid



WITNESS my hand and Notarial Seal.

FILED *Clara M. Link*

1961 MAR 28 AM 10:13 *Clara M. Link,*

Notary Public

MILITARY AFFIDAVIT

Eq. No. 14,298

Docket *19* folio *314*

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of March, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell**

and made oath in due form of Law that the Defendants, **Peter Ronald Polaski and Mary Lee Polaski, his wife**

against whom foreclosure proceedings were instituted **are** not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they **are** not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED
1961 MAR 28 AM 10:13



227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

No. 14,298 Equity

Know All Men by These Presents:

That we..... Walter S. Colwell..... Baltimore Federal Building -..... Baltimore, Maryland,
..... as Principal
and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
THIRTEEN THOUSAND, THREE HUNDRED AND 00/100..... (\$13,300.00)..... Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this..... 1st.....
day of..... May..... in the year nineteen hundred and..... sixty-one.....

Whereas, the above bounden..... Walter S. Colwell.....

by virtue of the power contained in a Mortgage from..... Baltimore Federal Savings & Loan Association
vs. Peter Ronald Polaski and Mary Lee Polaski - his wife.....

bearing date the..... 23rd..... day of..... July..... nineteen hundred and..... fifty-eight
and recorded among the..... Land..... Records of..... Anne Arundel County, in Liber..... G.T.C.
No..... 1222..... Folio..... 48..... and.....

..... 108 Glenlea 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. Colwell.....

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

Walter S. Colwell..... (Seal)
Walter S. Colwell..... (Seal)

Clara M. Smith

Attest:

As to Surety:

..... (Seal)
NEW AMSTERDAM CASUALTY COMPANY

M. S. Kraus
M. S. Kraus

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

Bond approved this 3rd day of May 1961
George T. Cornwell Clerk

Maryland Gazette

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

LIBER 132 PAGE 249

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 Peter Ronald Polaski and Mary Lee Polaski, his wife to Baltimore Federal Savings and Loan Association, dated May 23rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1222 folio 48 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961**

at 2:15 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County in the Development of "Hammarlee Estates" off Furnace Branch Road - Glen Burnie Section, and described as follows:

BEING known and designated as Lot No. 25, in Block D, as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 27, Folio 30, the improvements thereon are to be known as No. 108 Glenlea Drive, on the north side of Glenlea Drive, 4th house east of Sunset Drive, having a frontage of 65.05 feet with a depth of 100 feet.

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 new one story brick veneer and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air fired heat.

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

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

9

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3 1961

We hereby certify, that the annexed

Attorney's Sale

Peter Ronald Polaski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 7

successive weeks before the 4th

day of May, 1961. The first

insertion being made the 6th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

MAY -4 PM 3:18

By Marie Tate

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 : ANNE ARUNDEL COUNTY
 PETER RONALD POLASKI AND : (In Equity)
 MARY LEE POLASKI, HIS WIFE :
Equity No 17,498

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 23rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1222 folio 48 from said Peter Ronald Polaski and Mary Lee Polaski, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of May, 1961 at 2.15 P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 25, in Block D, as shown on a Plat entitled "Hammerlee Estates" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 30, the improvements whereon are known as No. 108 Glenlea Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 MAY -6 AM 9:27

CALAHAN 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 Peter Ronald Polaski and Mary Lee Polaski, his wife to Baltimore Federal Savings and Loan Association, dated May 23rd, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1222 folio 48 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4th, 1961
at 2:15 P.M. (E.D.T.)**

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County in the Development of "Hammarlee Estates" off Furnace Branch Road - Glen Burnie Section, and described as follows:

BEING known and designated as Lot No. 25, in Block D, as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 27, Folio 30, the improvements thereon are to be known as No. 108 Glenlea Drive, on the north side of Glenlea Drive, 4th house east of Sunset Drive, having a frontage of 65.05 feet with a depth of 100 feet.

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 new one story brick veneer and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air fired heat.

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

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

LIBER 132 PAGE 251

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Twelve thousand Three Hundred (\$12,300.00) Dollars, subject to the payment of an annual ground rent of \$120.00, said purchaser being then and there the highest bidder.

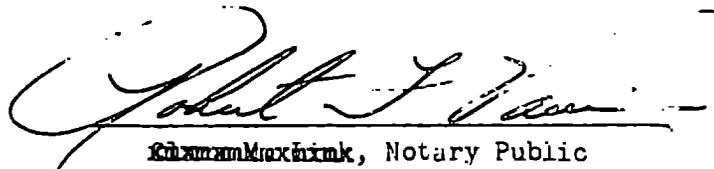


Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of May, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



~~Robert F. Vavrina~~, Notary Public
Robert F. Vavrina



ORDER NISI

LIBER 132 PAGE 252

Walter S. Calwell,
Attorney Named in Mortgage
versus
Peter Ronald Polaski and
Mary Lee Polaski, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,298 Equity

Ordered, this 6th day of May, 1961, That the sale of the
Property in these proceeding mentioned
made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

The report states that the amount of sale was \$ 12,300.00

George T. Cromwell Clerk.

True Copy,
FILED
1961 MAY 6 AM 9:27

TEST: _____ Clerk.

(Final Order)
Walter S. Calwell,
Attorney Named in Mortgage
versus
Peter Ronald Polaski and
Mary Lee Polaski, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 13 day of June, 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 re-
quired 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. Bonni Durbett
JUDGE.

FILED
1961 JUN 13 AM 10:35

12

OFFICE OF
Maryland Gazette

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

LIBER 132 PAGE 253

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq 14, 298

Peter Ronald Polaski

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 June, 1961. The first

insertion being made the 11th day of
May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 14,298 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
versus
PETER RONALD POLASKI and
MARY LEE POLASKI, His Wife
Ordered, this 6th day of May
1961, That the sale of the Prop-
erty in these proceedings men-
tioned made and reported by Wal-
ter S. Calwell, Attorney Named
in Mortgage BE RATIFIED AND
CONFIRMED, unless cause to the
contrary thereof be shown on or
before the 12th day of June next;
Provided, a copy of this Order
be inserted in some newspaper
published in Anne Arundel Coun-
ty, once in each of three succes-
sive weeks before the 12th day
of June next.
The report states that the
amount of sale was \$12,300.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-1

FILED

No. M. C. 21-298-2 JUN -6 PM 1:59

Dr.

Walter S. Calwell, Attorney named in Mortgage vs.
 Peter Ronald Polaski and Mary Lee Polaski, his wife

in ac.

To Attorney for Fee, viz:	50 00		
To Attorney for Commissions, viz:	401 52		451 52
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	43 60		
E.T. Newell & Co., Inc. -auctioneer's fee	35 00		
One-half Federal documentary stamps	6 87		
One-half State documentary stamps	13 75		
Clara M. Link - notary fees	1 00		
Robert F. Vavrina - notary fee	50		195 96
To Attorney for Taxes, viz:			
1961 State and County taxes (\$204.78) - 4 months 4 days	70 52		70 52
To Attorney for Ground Rent, viz:			
Semi-annual ground rent (\$60.00) due 7/23/61 - 3 months 11 days	33 96		33 96
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,576 09		11,576 09
			12,384 05
Amount of mortgage claim filed	13,209 73		
Interest @ 4-3/4% on principal balance of \$12,334.67 from 4/24/61 to 8/22/61 - 3 months 29 days	193 68		
	13,403 41		
Cr. Amount allowed above	11,576 09		
Balance subject to decree in personam	1,827 32		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961	4	Proceeds of Sale	12,300 00	12,384 05
May		Interest on deferred payment to 6/14/61	84 05	
			12,384 05	

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

.....Walter S. Calwell,
.....Attorney named in Mortgage
..... VERSUS
..... Peter Ronald Polaski
..... and
..... Mary Lee Polaski, his wife

No. 14,298

Equity.

ORDERED, This 20th day of July, 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 28th 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 28th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of August, 1961, that the foregoing 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 AUG 31 PM 12:14

V. Boni Durbett

FILED
JUL 20 PM 12:23
1961

17

Maryland Gazette

LIBER 132 PAGE 258

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,298 Equity

WALTER S. CALWELL, Attorney named in Mortgage

versus

PETER RONALD POLASKI, and MARY LEE POLASKI, his wife

Ordered, this 20th day of July, 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 28th 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 28th day of August next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk A-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1961

We hereby certify, that the annexed

Order nisi in cause No. 14,298 Equity between Walter S. Calwell and Peter Ronald Polaski and Mary Lee Polaski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for

successive weeks before the

day of August, 1961. The first

insertion being made the

day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By *[Signature]*

No. M. G. *22941*

1961
AUG 30 PM 1:55
FILED

18

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
: ANNE ARUNDEL COUNTY
ANTHONY MARTIN MATTHEWS AND :
GERALDINE MATTHEWS, HIS WIFE : (In Equity)
: No. 14,299.

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 Anthony Martin Matthews and Geraldine Matthews, his wife, to Baltimore Federal Savings and Loan Association, dated October 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1344 folio 107.



Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 MAR 28 AM 10:13

MORTGAGE

THIS MORTGAGE, made this 26th day of October, A. D. 19 59, by
and between ANTHONY MARTIN MATTHEWS AND GERALDINE MATTHEWS, 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 Mortgages,** 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 NINE HUNDRED FIFTY AND 00/100ths Dollars (\$ 9950.00),
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 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-FOUR AND 95/100ths Dollars (\$ 54.95), commencing on the first day of
December, 19 59, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of October, 19 89. 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. 15, Block A, as designated and shown on the plat
of Section 2, Pleasantville dated December 12, 1958, by John E. Harms, Jr. & Associates,
and recorded among the plat records of Anne Arundel County in Plat Book 30, folio 75.
The improvements thereon being known as 1623 Tieman Drive.

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

FILED

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" Real Host Range \$80.

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty (\$120.00) Dollars, payable half-yearly on the 1st days of March and September in each and every year.

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

C. Rider Brandau, Jr.
C. RIDER BRANDAU, JR.

Anthony Martin Matthews [SEAL]
Anthony Martin Matthews

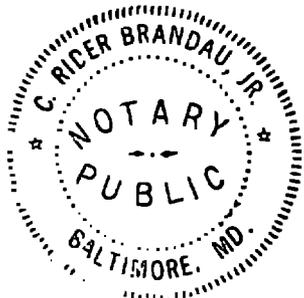
Geraldine Matthews [SEAL]
Geraldine Matthews

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1344 PAGE 111

I HEREBY CERTIFY, That on this 26th day of October, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Anthony Martin Matthews and Geraldine Matthews, 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.



C. Rider Brandau, Jr.
Notary Public.

Rec'd for record Oct. 28, 1959 at 2:42 P.M.
Filed to the Circuit Court for Anne Arundel Co.

Citation No. 52339
made by DAH
read by [initials]
for record [initials]

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

ANTHONY MARTIN MATTHEWS AND
GERALDINE MATTHEWS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

1. THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

No. 14,299.

ANTHONY MARTIN MATTHEWS AND

GERALDINE MATTHEWS, HIS WIFE

LIBER 132 PAGE 264

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Anthony Martin Matthews and Geraldine Matthews, his wife to Baltimore Federal Savings and Loan Association

dated the 26th day of October 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1344 Folio 107 .

Amount of Mortgage	\$9,950.00
Less - amount paid on principal	<u>45.88</u>
	9,904.12
Plus - interest to 4/24/61	<u>597.85</u>
	10,501.97
Plus - overdraft in expense account	<u>346.34</u>
	10,848.31

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th day of March 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

Clara M. Link

1961 MAR 28 AM 10:18

Clara M. Link,

Notary Public

MILITARY AFFIDAVIT

Eq. No. 14,299

Docket *19* folio *315*

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of **March** 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell**

and made oath in due form of Law that the Defendants, **Anthony Martin Matthews and Geraldine Matthews, his wife**

against whom foreclosure proceedings were instituted **are** not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that **they** have not been ordered to report for induction under the Selective Training and Service Act of 1940, that **they are** not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public



FILED
1961 MAR 28 AM 10:13

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 Anthony Martin Matthews and Geraldine Matthews, his wife to James W. Rouse & Company Incorporated, dated October 28th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1344 folio 107 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4, 1961**

AT 2 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County at Pleasantville off Furnace Branch Road and Glen Burnie By Pass, and described as follows:

BEING known and designated as Lot No. 15, Block A, as designated and shown on the plat of Section 2, Pleasantville dated December 12, 1958, by John E. Harms, Jr. & Associates, and recorded among the plat records of Anne Arundel County in Plat Book 30, folio 75. The improvements thereon being known as 1623 Tieman Drive, situate on the easterly side of Tieman Drive, having a frontage of 60 feet with a depth of 115 feet.

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 new 1 story frame bungalow, con-

taining 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL,
Assignee
E. T. NEWELL & CO., INC.,
Auctioneer A-27

OFFICE OF

14,299

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 266

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Attorney's Sale

Anthony Martin Matthews

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 6th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -4 PM 3:48

Marie Tate

8

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 Anthony Martin Matthews and Geraldine Matthews, his wife, Baltimore, dated October 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1344 folio 107 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY,
MAY 4, 1961
AT 2 P.M. (E.D.T.)**

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County at Pleasantville off Furnace Branch Road and Glen Burnie By Pass, and described as follows:

BEING known and designated as Lot No. 15, Block A, as designated and shown on the plat of Section 2, Pleasantville dated December 12, 1958, by John E. Harms, Jr. & Associates, and recorded among the plat records of Anne Arundel County in Plat Book 30, folio 75. The improvements thereon being known as 1623 Tieman Drive, situate on the easterly side of Tieman Drive, having a frontage of 60 feet with a depth of 115 feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in any-wise 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 new 1 story frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL,
Assignee
E. T. NEWELL & CO., INC.,
Auctioneer A-27

LIBER 132 PAGE 268

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
ANTHONY MARTIN MATTHEWS AND : ANNE ARUNDEL COUNTY
GERALDINE MATTHEWS, HIS WIFE : (In Equity)

Equity No. 14, 299

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
Named in Mortgage, dated October 26th, 1959 and recorded among the
Land Records of Anne Arundel County in Liber G.T.C. No. 1344 folio 107
from said Anthony Martin Matthews and Geraldine Matthews, 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 news-
paper published in Anne Arundel County, for more than three successive
weeks preceding the day of sale, Walter S. Calwell, Attorney, under
and by virtue of the power and authority contained in said Mortgage
(after default having occurred thereunder) did, pursuant to said
notice, on the 4th day of May, 1961 at two P.M. (E.D.T.)
attend on the premises and then and there sold the leasehold
property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 15, Block A, as shown on the Plat
of Section 2, Pleasantville, dated December 12, 1958, by John E. Harms,
Jr. & Associates, and recorded among the Land Records of Anne Arundel
County in Plat Book 30 folio 75, the improvements whereon are known as
No. 1623 Tieman Drive; more particularly and at length described in the
aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 MAY -6 AM 9:27

BY TERMS OF S.A.E, 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 said property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ninety-seven Hundred (\$9700.00) 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

Walter S. Calwell,
Attorney Named in Mortgage

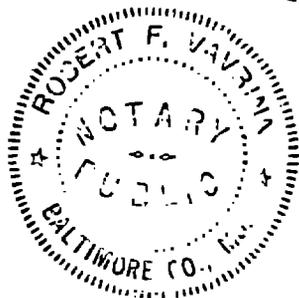
STATE OF MARYLAND, CITY OF BALTIMORE, TO-WIT:

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 the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Robert F. Evrina

Robert F. Evrina, Notary Public
Robert F. Evrina



ORDER NISI

LIBER 132 PAGE 270

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,299

Equity

Walter S. Calwell,
Attorney Named in Mortgage
versus
Anthony Martin Matthews and
Geraldine Matthews, His Wife

Ordered, this 6th day of May, 1961, That the sale of the
Property in these proceeding mentioned
made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

The report states that the amount of sale was \$ 9700.00

True Copy,

George T. Cromwell Clerk.

1961
MAY 6 AM 9:27
(Final Order)

TEST: Clerk.

Walter S. Calwell,
Attorney Named in Mortgage
versus
Anthony Martin Matthews and
Geraldine Matthews, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of June, 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 re-
quired by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

V. Bruce Duckett
JUDGE.

FILED

1961 JUN 13 AM 10:35

Maryland Gazette

LIBER 132 PAGE 271

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,299

Anthony Martin Matthews

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 June, 1961. The first

insertion being made the 11th day of

May, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 21201-1961 JUN -6 PM 1:58 By Morris Lato

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,299 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ANTHONY MARTIN MATTHEWS
and
GERALDINE MATTHEWS, His
Wife

Ordered, this 6th day of May, 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 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.

The report states that the amount of sale was \$9700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
Ju-1

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Anthony Martin Matthews and Geraldine Matthews, his wife

in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	322 99	372 99
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account and two copies	18 00	56 00
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	70 00	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
New Amsterdam Casualty Co. -bond premium	43 60	
E.T. Newell & Co., Inc. -auctioneer's fee	35 00	
One-half Federal documentary stamps	5 50	
One-half State documentary stamps	11 00	
Clara M. Link - notary fees	1 00	
Robert F. Vavrina - notary fee	50	193 60
To Attorney for Taxes, viz:		
1961 State and County taxes (\$166.73) - 4 months 4 days	57 40	57 40
To Attorney for Ground Rent, viz:		
Semi-annual ground rent (\$60.00) due 9/1/61 - 2 months 3 days	21 00	21 00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,065 19	9,065 19
		9,766 18
Amount of mortgage claim filed	10,848 31	
Interest @ 5½% on principal balance of \$9,904.12 from 4/24/61 to 8/22/61 - 3 months 28 days	170 45	
	11,018 76	
Cr. Amount allowed above	9,065 19	
Balance subject to decree in personam	1,953 57	

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961

May 4

Proceeds of Sale

9,700 00

Interest on deferred payment to
6/14/61

66 18

9,766 18

9,766 18

1961 JUL 24 PM 12:59

ORDER NISI

LIBER 132 PAGE 275

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Anthony Martin Matthews
and
Geraldine Matthews, his wife

No. 14,299

Equity.

ORDERED, This 24th day of July, 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 28th 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 28th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of August, 1961, that the foregoing 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 AUG 31 PM 12:14

D. Bruce Dushett

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 276

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 14,299 Equity
WALTER S. CALWELL, Attorney
Named in Mortgage

versus
ANTHONY MARTIN MATTHEWS
and GERALDINE MATTHEWS,
his wife

Ordered, this 24th day of July, 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 28th 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 28th day of August next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed

Order Nisi - Child Cust. E-y 14,299

Anthony Martin Matthews

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 28th

day of August, 1961. The first

insertion being made the 27th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Maria Tate

1961
FILED
AUG 30 PM 1:56

No. M.C. 22364

ROGER BUILDING & LOAN ASSOCIATION,

INC., a Body Corporate, Assignee

Vs.

LOUIS W. MARVEL and

MARY E. MARVEL, His Wife

Docket----- Folio-----

Case No. 14338 Gusty

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 25th day of January A.D. 1956 the defendants executed

and delivered to Fidelity-Baltimore National Bank & Trust Company, now known as Baltimore National Bank, being an annual ground rent or reversionary interest, a mortgage upon certain fee simple property, in Anne Arundel County, therein described, to

secure the payment of the mortgage debt of \$ 900.00 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, which mortgage was short assigned on March 15, 1961 to the Plaintiff said Assignment being recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 997 Folio 195, said Assignment being marked "Petitioner's Exhibit No. 2" and filed herewith as part of this Petition.

That said mortgage is now in default, owing to a breach of the covenants therein, default having been made in the payment of said mortgage as to principal, interest and expenses.

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.

Meyer Mindel
Meyer Mindel Attorney for Plaintiff
111 N. Charles St.
Baltimore 1, Md.

FILED

1961 APR 20 PM 12:11

LIBER 132 PAGE 278
LIBER 997 PAGE 192

No. 14338 Equity
January



THIS MORTGAGE, Made this 25th day of January by and between LOUIS W. MARVEL and MARY E. MARVEL, his wife Mortgagors of the Anne Arundel County in the State of Maryland, of the first part, and FIDELITY-BALTIMORE NATIONAL BANK & TRUST COMPANY, Mortgagee, of the second part:

Whereas, the said Mortgagors are jointly and severally justly indebted unto the said Mortgagee in the full sum of Nine Hundred Dollars (\$900.00) for money this day loaned and advanced, payable 3 years after date with interest at the rate of 6% per annum, payable quarterly.

The said Mortgagors covenant and agree to pay unto the said Mortgagee on account of said principal indebtedness the sum of \$75.00 on each and every interest payment date during the continuance of this mortgage, interest to abate on any principal payment. With the privilege to said Mortgagors to prepay said indebtedness in multiples of \$100.00 at any interest period after the first six months.

AND WHEREAS, it was a condition precedent to the said sum being so loaned and advanced as aforesaid that the repayment thereof and the payment of the interest to accrue thereon as aforesaid should be secured by a good and sufficient first mortgage, wherefore these presents are executed.

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

do grant and convey unto the said Mortgagee, its successors ~~and~~ and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Anne Arundel County, State of Maryland

aforsaid, and described as follows, to wit:—Beginning for the same at a pipe in the southerly line of a proposed 40 foot road, said pipe being located the following three courses and distances, to wit: (1) South 4 degrees 52 minutes West, 696.11 feet (2) North 88 degrees 50 minutes East, 842.89 feet and (3) South 4 degrees 52 minutes West, 40.38 feet from the beginning point of the land described in the deed from R. Harry Arnold, et al, to William V. Tribull and Anna M. Tribull, his wife, dated October 20, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 46, Folio 2; thence from said beginning pipe running along the southerly line of said proposed 40 foot road North 88 degrees 50 minutes East 100.53 feet to a pipe; thence leaving said Road and running South 1 degree 10 minutes East, 149.21 feet to a pipe; thence South 88 degrees 50 minutes West, 100.53 feet to a pipe; thence North 1 degree 10 minutes West, 149.21 feet to the place of beginning. Containing 15,000 square feet, and known as Lot No. 3 on a plat of Armiger Gardens intended to be recorded among the Plat Records of Anne Arundel County hereafter.

BEING part of the lot conveyed to Louis Marvel by Anna M. Tribull, widow by Deed dated May 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 933, Folio 588. Being also the same lot of ground which by Lease dated December 21, 1955 and recorded among said Land Records in Liber G.T.C. 989, Folio 472 was demised and leased by Louis Marvel and wife to Frederick M. Slaughter and wife.

FILED

1961 APR 20 PM 12:11

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors ~~and assigns, forever~~ in fee simple, and particularly the reversion and annual ground rent of \$72.00 issuing out of said property.

Provided, that if the said Mortgagors, their

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

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

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

And the said Mortgagor ~~s~~ for/ ~~themselves~~ ~~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, its successors ~~personal representatives~~ or assigns, or **George B. P. Ward** their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

And the said part 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~~ in an amount and against such ~~risks~~ risks as may be required by Mortgagee, ~~and~~ and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, ~~its successors~~ ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of said Mortgagors.

TEST:

George B. P. Ward
George B. P. Ward

Louis W. Marvel [SEAL]
Louis W. Marvel

Mary E. Marvel [SEAL]
Mary E. Marvel

_____ [SEAL]

State of Maryland, Baltimore County, ss: LIBER 997 PAGE 195
I Hereby Certify, that on this 25th day of January in the year one thousand nine hundred and forty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the _____ County aforesaid, personally appeared

Louis W. Marvel and Mary E. Marvel, 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

WM. TILGHMAN HEMSLEY, Vice-President of FIDELITY-BALTIMORE NATIONAL BANK & TRUST COMPANY 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.



George B. P. Ward
George B. P. Ward, Notary Public

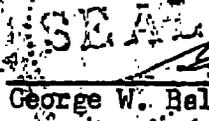
FOR VALUE RECEIVED, AND WITHOUT RECOURSE, Baltimore National Bank, formerly known as Fidelity-Baltimore National Bank & Trust Company, hereby assigns the within mortgage and mortgage debt secured thereby to Roger Building & Loan Association, Inc.

WITNESS the signature of Baltimore National Bank by the hand of J. Hugh Herring, its Asst. Vice President, and its corporate seal duly affixed hereto this 16th day of March, 1961.

22779

TEST:

BALTIMORE NATIONAL BANK

 George W. Balster Assistant Cashier

BY: J. Hugh Herring
J. Hugh Herring, Asst. Vice President

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

BALTIMORE NATIONAL BANK

TO

ROGER BUILDING & LOAN
ASSOCIATION, INC.

BLOCK No. 195

Received for Record

at 10:30 o'clock P.M. 3rd day

Recorded in Liber M. L. P. No. 997

Folio 100, one of the Anne Arundel County Records of XXXXXXXX and examined.

Per

P. J. [Signature]

Clerk.

1001-11-55
MAIL TO: Meyer HINDLE ATTY.
1114 E. Green St.
Bkts. 1, 7d.

ROGER BUILDING & LOAN ASSOCIATION,

IN THE

...INC... a Body Corporate, Assignee
Plaintiff

CIRCUIT COURT FOR

VS.

ANNE ARUNDEL
BALTIMORE COUNTY

IN EQUITY

LOUIS W. MARVEL and.....

Docket No., Folio

MARY E. MARVEL, His Wife.....
Defendant

Case No. *14338*.....

NON-MILITARY SERVICE AFFIDAVIT

CITY

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~, To Wit:

I HEREBY CERTIFY, that on the *20th* day of April....., 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared Norman Libowitz, Vice-President of Roger Building & Loan Association, Inc...... and made oath in due form of law that he... knows the Defendant(s) herein and that to the best of his... information, knowledge and belief:

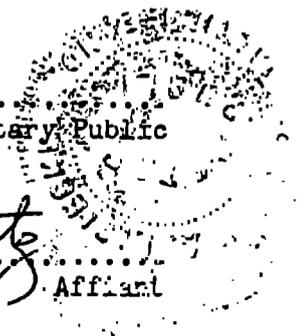
- (1) Said Defendants ^{are} ~~is~~ not in the Military Service of the United States of America;
- (2) Said Defendants ^{are} ~~is~~ not in the Military Service of any Nation allied with the United States of America;
- (3) Said Defendants ^{have} ~~has~~ not been ordered to report for induction under the Selective Training and Service Act;
- (4) Said Defendants ^{are} ~~is~~ not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Mary A. Lisiecki

Mary A. Lisiecki, Notary Public

Norman Libowitz

Norman Libowitz Affiant



FILED

1961 APR 20 PM 12:11

ROGER BUILDING & LOAN ASSOCIATION,
INC., a Body Corporate, Assignee

VS.

LOUIS W. MARVEL and
MARY E. MARVEL, His Wife

IN THE
ANNE ARUNDEL
Circuit Court for Baltimore County

IN EQUITY.

No. 14338 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Roger Building & Loan Association, Inc.,
Assignee

under the mortgage from Louis W. Marvel and Mary E. Marvel, his wife,
to Fidelity-Baltimore National Bank & Trust Company, now Baltimore
National Bank,
dated the 25th day of January, 1956, and recorded among the Land

Records of Baltimore County in Liber G.T.C. No. 997 Folio 192, which mortgage
was on March 15, 1901 assigned to Roger Building & Loan Association, Inc.
April 20, 1961

Amount of Mortgage -	\$900.00
Paid on principal -	375.00
	\$525.00
* Interest due to April 20, 1961 -	15.34
Ground Rent Policy Premium -	15.00
	Total due - \$555.34

* Plus interest at 9% a day to date of ratification
of Auditor's account.

ROGER BUILDING & LOAN ASSOCIATION, INC.

BY: Meyer Mindel
Meyer Mindel, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 20th day of APRIL in the
year nineteen hundred and sixty-one, before me, the subscriber, a Notary Public
of the State of Maryland, in and for said County
of Baltimore, personally appeared Meyer Mindel, President of Roger Building & Loan
Association, Inc., a body corporate,

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

Mary A. Lisiecki
FILED Mary A. Lisiecki, Notary Public

1961 APR 20 PM 12:11

LIBER 132. PAGE 284

Anne Arundel
Decree in Circuit Court for ~~Baltimore~~ County.
ROGER BUILDING & LOAN ASSOCIATION,
INC., a Body Corporate, Assignee
Vs.
LOUIS W. MARVEL and
MARY E. MARVEL, His Wife

DOCKET..... FOLIO.....
CASE NO. 14338
FILED
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
~~MARYLAND~~ COUNTY
IN EQUITY
..... TERM, 19.....

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 20th day of April in the year nineteen hundred and sixty-one by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage: that Meyer Mindel 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 1200 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises:

he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~such as he shall think proper~~ such as he shall think proper for all cash ~~as he shall think proper~~ as he shall think proper to be received by the trustee or trustees of the said sale, and to be accounted for to the 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, acknowledged and recorded, according to law, convey to the purchaser or purchasers, assigns his, her or their heirs and the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1961 APR 21 AM 10:48

U. Boni Danchett
JUDGE

KNOW ALL MEN BY THESE PRESENTS: *Equity No. 14,338*
LIBER 10 PAGE 587

THAT WE Meyer Mindel, 111 North Charles Street, Baltimore 1, Maryland,

as principal,
and Maryland Casualty Company, a corporation of the State of Maryland

as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 5th day of May in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Meyer Mindel by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County Baltimore City, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Roger Building & Loan Association, Inc., a body corporate, Assignee vs.

Louis U. Marvel and Mary E. Marvel, his wife now pending in said Court:

Now the Condition of the above Obligation is such,

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

Signed, sealed and delivered in the presence of

Mary A. Lisiecki
Mary A. Lisiecki

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

Meyer Mindel (SEAL)
Meyer Mindel (SEAL)
MARYLAND CASUALTY COMPANY (SEAL)
By *Elsie C. Evans* (SEAL)
Attorney-in-Fact Elsie C. Evans
Carol Armstrong
Carol Armstrong (Witness as to Surety)
Maryland Casualty Company

a corporation of the State of Maryland

does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and A. Robinson Cohee, 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, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company

duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th

day of October, 1950.

MARYLAND CASUALTY COMPANY
By: E. Kemp Cathcart
Vice President

ATTEST: D. W. Vauthier,
Assistant Secretary

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

May 5, 1961

Maryland Casualty Company
D. W. Vauthier
D. W. Vauthier Assistant Secretary

Bond approved this 2nd day of May, 1961
George T. Cromwell, Clerk

1961 May 9

LIBER 132 PAGE 285

ROGER BUILDING & LOAN ASSOCIATION, INC., a Body Corporate, Assignee
VS.

LOUIS W. MARVEL and
MARY E. MARVEL, His Wife

—IN THE—
CIRCUIT COURT

—FOR—
ANNE ARUNDEL
~~BALTIMORE~~ COUNTY
IN EQUITY

Docket Folio Case No. 14338

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

The Report of Sale of Meyer Mindel, - - - - -

Trustee appointed by the decree in the above entitled cause to make sale of annual Ground Rent of Seventy-Two (\$72.00) dollars issuing out of 3 Bradley Road, Armiger Gardens, Anne Arundel County, Maryland

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of 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 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 22nd day of May, 1961, at 10:30 o'clock, A.M., attend on the premises and then and there sold

the fee simple property or Ground Rent mentioned and described in said mortgage and in the advertisement attached to the Auctioneer's Certificate made a part hereof unto Roger Building & Loan Association, Inc. at and for the sum of Eight Hundred Dollars (\$800.00), it having offered the greatest price therefor.

Meyer Mindel
Meyer Mindel, Trustee.

State of Maryland, ^{CITY}~~County~~ of Baltimore, Sct.

I Hereby Certify, that on this 23rd day May, 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, 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

Mary A. [Signature]
Notary Public

XXXX

1961 MAY 24 AM 10:05

ROGER BUILDING & LOAN ASSOCIATION :
INC., a Body Corporate, Assignee :

IN THE :
CIRCUIT COURT :
FOR :
ANNE ARUNDEL COUNTY :
IN EQUITY :
Docket Folio :
Case No. 14338 :

vs

LOUIS W. MARVEL and :
MARY E. MARVEL, His Wife :

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 22nd day of May, 1961, sold the property described in the attached advertisement of sale at and for the sum of \$ 800⁰⁰/_{xx} to Roger Building & Loan Association, Inc., being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

ALEX COOPER, AUCTIONEER

By: Alex Cooper
Alex Cooper, auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 22nd day of May, 1961, purchased the property described in the attached advertisement of sale from Meyer Mindel, Trustee, at and for the sum of \$ 800⁰⁰/_{xx} and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

ROGER BUILDING & LOAN ASSOCIATION, INC.

BY: William F. [Signature]
Purchaser

TEST:

Meyer Mindel

MEYER MINDEL, Attorney
111 N. Charles St.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE ANNUAL GROUND RENT OF \$72.00 ISSUING OUT OF 3 BRADLEY ROAD, ARMIGER GARDENS, ANNE ARUNDEL COUNTY.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, the undersigned Trustee will sell at public auction at the Court House Door in Annapolis, Maryland on

**Monday, May 22, 1961
at 10:30 A.M.**

all that annual Ground Rent of \$72.00 issuing out of 3 Bradley Road, being Lot No. 3 Armiger Gardens, Anne Arundel County described as follows:

Beginning for the same at a pipe in the southerly line of a proposed 40 foot road, said pipe being located the following three courses and distances, to wit: (1) South 4 degrees 52 minutes West, 896.11 feet (2) North 88 degrees 50 minutes East, 842.89 feet and (3) South 4 degrees 52 minutes West, 40.38 feet from the beginning point of the land described in the deed from R. Harry Arnold, et al, to William V. Tribull and Anna M. Tribull, his wife, dated October 20, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 46, folio 2; thence from said beginning pipe running along the southerly line of said proposed 40 foot road North 88 degrees 50 minutes East 100.53 feet to a pipe; thence leaving said Road and running South 1 degree 10 minutes East, 149.21 feet to a pipe; thence South 88 degrees, 50 minutes West, 100.53 feet to a pipe; thence North 1 degree 10 minutes West, 149.21 feet to the place of beginning. Containing 15,000 square feet, and known as Lot No. 3 on a plat of Armiger Gardens intended to be recorded among the Plat Records of Anne Arundel County hereafter.

Terms of Sale: A cash deposit of \$200 will be required of purchaser at time and place of sale, balance of purchase money upon final ratification of sale by Circuit Court for Anne Arundel County. Ground rent to be adjusted as of date of transfer.

MEYER MINDEL, Trustee
ALEX COOPER, Auctioneer

M-18

FILED

1961 MAY 24 AM 10:05

ORDER NISI

LIBER 132 PAGE 288
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,338 Equity

ROGER BUILDING & LOAN ASSOCIATION
INC., a Body Corporate, Assignee

versus

LOUIS W. MARVEL and
MARY E. MARVEL, His Wife

Ordered, this 24th day of May, 19 61, That the sale of the
Property in these proceedings mentioned
made and reported by Meyer Mindel, Trustee

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.

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

Filed May 24, 1961
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

ROGER BUILDING & LOAN ASSOCIATION
INC., a Body Corporate, Assignee

versus

LOUIS W. MARVEL and
MARY E. MARVEL, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of July, 19 61
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 re-
quired 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. Boni Onchetti
JUDGE.

FILED

1961 JUL -6 AM 9:58

12

MEYER MINDEL, Attorney
111 N. Charles St.
Baltimore 1, Md.

**Trustee's
Sale**

OF VALUABLE ANNUAL
GROUND RENT OF \$72.00 ISSU-
ING OUT OF 3 BRADLEY ROAD,
ARMIGER GARDENS, ANNE
ARUNDEL COUNTY.

By virtue of a Decree of the
Circuit Court for Anne Arundel
County. In Equity, the undersig-
ned Trustee will sell at public auc-
tion at the Court House Door in
Annapolis, Maryland on

**Monday, May 22, 1961
at 10:30 A.M.**

all that annual Ground Rent of
\$72.00 issuing out of 3 Bradley
Road, being Lot No. 3 Armiger
Gardeos, Anne Arundel County
described as follows:

Beginning for the same at a
pipe in the southerly line of a
proposed 40 foot road, said pipe
being located the following three
courses and distances, to wit: (1)
South 4 degrees 52 minutes West,
696.11 feet (2) North 88 degrees
50 minutes East, 842.89 feet and
(3) South 4 degrees 52 minutes
West, 40.38 feet from the begin-
ning point of the land described
in the deed from R. Harry Arnold,
et al, to William V. Tribull and
Anna M. Tribull, his wife, dated
October 20, 1928 and recorded
among the Land Records of Anne
Arundel County in Liber F. S. R.
46, folio 2; thence from said be-
ginning pipe running along the
southerly line of said proposed
40 foot road North 88 degrees 50
minutes East 100.53 feet to a
pipe; thence leaving said Road
and running South 1 degree 10
minutes East, 149.21 feet to a
pipe; thence South 88 degrees, 50
minutes West, 100.53 feet to a
pipe; thence North 1 degree 10
minutes West, 149.21 feet to the
place of beginning. Containing
15,000 square feet, and known as
Lot No. 3 on a plat of Armiger
Gardens intended to be recorded
among the Plat Records of Anne
Arundel County hereafter.

Terms of Sale: A cash deposit of
\$200 will be required of purchaser
at time and place of sale, bal-
ance of purchase money upon fin-
al ratification of sale by Circuit
Court for Anne Arundel County.
Ground rent to be adjusted as of
date of transfer.

MEYER MINDEL, Trustee
ALEX COOPER, Auctioneer

M-18

13

14,338

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 289

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1961

We hereby certify, that the annexed -----

Trustee's Sale

Annual Ground Rent

3 Bradley Road

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.

FILED

By

H. Tilghman

1961 JUN -8 AM 11:53

Maryland Gazette

LIBER 132 PAGE 290

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11,338

Louis W. Marvel

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 3rd

day of July, 1961. The first

insertion being made the 1st day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Mavis Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,338 Equity

ROGER BUILDING & LOAN ASSOCIATION INC., a Body Corporate, Assignee

versus

LOUIS W. MARVEL and
MARY E. MARVEL, His Wife

Ordered, this 24th day of May, 1961, That the sale of the Property in these proceedings mentioned made and reported by Meyer Mindel, Trustee 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.

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

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

FILED

No. M. G. 21389 JUN 28 11:00

14

In the Case of

Roger Building & Loan Association,
Inc., Assignee

vs.

Louis W. Marvel

and

Mary E. Marvel, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,338 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.

July 21, 1961

Laura K. Seabring
Auditor.

FILED

1961 JUL 25 AM 10:26

15

Dr.

in ac.

Roger Building & Loan Association, Inc., Assignee, vs. Louis W. Marvel and Mary E. Marvel, his wife

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	51	00	101	00
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	59	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Maryland Casualty Co. - bond premium	10	00		
Alex Cooper - auctioneer's fee	15	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Mary A. Lisiecki - notary fees	1	50	114	67
To Roger Building & Loan Association, Inc., Assignee of the mortgage filed in these proceedings - in full for mortgage claim, viz:				
Amount of mortgage claim filed	555	34		
Interest on principal balance of \$525.00 from 4/20/61 to 8/29/61 - 131 days @ 9¢ per day	11	79	567	13
To Louis W. Marvel and Mary E. Marvel, his wife, mortgagors - this balance	5	70	5	70
			840	00

with

Meyer Mindel, Trustee

Cr.

1961
May

22

Proceeds of Sale

800 00

800 00

Semi-annual ground rent due 6/17/61

collected by Trustee

36 00

Accrued ground rent from 6/17/61

to 7/7/61 - 20 days

4 00

40 00

840 00

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Roger Building & Loan Association,

Inc., Assignee

VERSUS

Louis W. Marvel

and

Mary E. Marvel, his wife

No. 14,338

Equity.

1961

JUL 25 AM 10:26

ORDERED, This 25th day of July, 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 28th 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 28th day of August next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of August, 1961, that the foregoing 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 AUG 31 PM 12:14

D. Boni Dushett

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 295

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed _____

Under this - Aud. Cert. E. 9 17, 278

Louis W. Marvel

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 28th

day of August, 1961. The first

insertion being made the 27th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marvel

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,338 EQUITY

Roger Building & Loan Association, Inc., Assignee

versus

LOUIS W. MARVEL and
MARY E. MARVEL, his wife

Ordered, this 25th day of July, 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 28th 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 28th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
A-10

1961
FILED
AUG 30 PM 1:55

No. M. C. 27355

In the Matter of the
Sale of the Mortgaged
Real Estate of:

Curtis B. Oxyer and
Dorothy M. Oxyer, His Wife,
Box 376-C, Orchard Ave.,
Jessup, Maryland

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

EQUITY NO. 13968

LIBER 132 PAGE 296

MR. CLERK:

Please docket suit in the above entitled case, enter my
appearance and file the Mortgage herewith marked "Complainant's
Exhibit A" in said proceedings, default having taken place in
said Mortgage.



Frankie Wilson, Attorney named
in Mortgage,
25 Balto.-Annapolis Blvd., N.W.,
Glen Burnie, Md. (P. O. Box 247)

FILED

1960 SEP 13 AM 9:11

BOOK 1374 PAGE 372

This Mortgage,

Made this 5th

March day of ~~February~~ 19 60

by and between

Curtis B. Oxyer and Dorothy M. Oxyer, His Wife

LIBER 132 PAGE 297

hereinafter referred to as MORTGAGORS, and MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN A B C GI as herein indicated, and being the holder of 51 shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 5,100.00 -which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum or One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that lot of ground, situate, lying and being in the Fourth Election District, Anne Arundel County.

BEGINNING for the same where the division line between Lots 84 B and 84C, as shown on Plat of Champion Forest hereinafter referred to, intersects the Northeast side of Orchard Avenue 40 feet wide as laid out on said plat, running from thence and binding on the Northeast side of Orchard Avenue North 38 deg. 31' West 101 feet to a point, thence North 46 deg. 52' East 270 feet more or less to the Northwest side of a reservation 10 feet wide and situate as shown on said plat, thence binding on said reservation South 16 deg. 43' East 112 feet, more or less, to said division line between Lots 84B and 84C on said plat, thence binding on said division line South 46 deg. 52' West 230 feet more or less, to the place of beginning.

BEING the Southernmost one-half of Lot 84C as shown on Plat of Champion Forest, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 11, folio 14.

BEING the same lot of ground which by Deed dated August 13, 1957, The John Stewart Company, was conveyed by ~~John A. O'Shea~~ unto the said Curtis B. Oxyer and Dorothy M. Oxyer, His Wife, recorded among the Land Records of Anne Arundel County in Liber GTC No.1215, Folio 161 .



FILED

1960 SEP 13 AM 9:11

LIBER 132 PAGE 298

BOOK 1374 PAGE 373

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights and advantages to the same belonging or in anywise, roads, alleys, ways, easements, privileges, appurtenances appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of \$ 24.48 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$ 26.52 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty^{TWO} cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty^{TWO} cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or Frankie Wilson, its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvement on the hereby mortgaged land to the amount of at least \$ 5100.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

AND it is further agreed that in case the MORTGAGORS cease to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the MORTGAGEE, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Frankie D. Wilson
Frankie D. Wilson

Curtis B. Oxyer (SEAL)
Curtis B. Oxyer
Dorothy M. Oxyer (SEAL)
Dorothy M. Oxyer
..... (SEAL)
..... (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of ~~February~~ March 1960, Before me, the

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

Curtis B. Oxyer and Dorothy M. Oxyer, His Wife,

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared

Walton D. Wilson, the President of MARYLAND

NATIONAL BUILDING AND LOAN ASSOCIATION, INC., Mortgagee, and made oath in due form of law, that

the consideration named in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson
Frankie D. Wilson, Notary Public

952



Rec'd for record March 7, 1960 at 9:02 A.M.
Mailed to Frankie Wilson

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 132 PAGE 301

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

I hereby certify that, on this 12th day of September, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Walton D. Wilson, President, Maryland National Building & Loan Association, Inc.

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.)

are not in the Military Service; that affiant has seen and personally talked to the defendants within the past fifteen days and knows that neither of the defendants

~~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 12th day of

Notarial
Seal

September, 1960.

Frankie D. Wilson
Frankie D. Wilson, Notary Public

My Commission will expire on: May 1, 1961.

Filed,

FILED

1960 SEP 13 AM 9:11



Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

Equity no. 13,968

In the matter of Foreclosure of
Curtis B. Oxyer and Dorothy M. Oxyer,
Equity #13,968
POLICY #74-89-546

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, of the County of Prince George's, State of Maryland,
do hereby certify that Frankie Wilson, of the County of Prince George's, State of Maryland,
is the Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of SEVEN THOUSAND 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, 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 15th day of Sept month
in the year of our Lord 1960

Whereas, the above bounden Frankie Wilson

by virtue of the power contained in a mortgage from Curtis B. Oxyer and Dorothy M. Oxyer
to Wendell National Building and Loan Association, Inc.

bearing date the 5th day of March 1950 and recorded
among the mortgage records of Prince George's County
in Liber 2774 No. 3274 Folio 274 and Frankie Wilson

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
Frankie Wilson

do and shall well and truly and faithfully perform the trust reposed in Frankie Wilson
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 Frankie Wilson

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:
Vivian Schauloffel Frankie Wilson (SEAL)
Frankie Wilson

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND OF

D. Anthony As to Surety By Joseph C. McHugh Attorney-in-Fact
D. Anthony Joseph C. McHugh

MD3228a-500, 10-57 147535
Mortgagee's or Attorney's Bond
1960 SEP 15 AM 9:24
Bond approved this 15th day of September 1960
George T. Caswell, Clerk

In the Matter of the	:	IN THE CIRCUIT COURT
Sale of the Mortgaged	:	
Real Estate of:	:	
Curtis B. Oxyer and	:	FOR
Dorothy M. Oxyer, His Wife,	:	ANNE ARUNDEL COUNTY
Box 376-C, Orchard Ave.,	:	
Jessup, Md.	:	EQUITY NO. <u>13,968</u>

.....
AMENDED
STATEMENT OF MORTGAGE ACCOUNT

BALANCE DUE ON MORTGAGE DATED MARCH 5, 1960 FROM
CURTIS B. OXYER AND DOROTHY M. OXYER, HIS WIFE,
TO: MARYLAND NATIONAL BUILDING & LOAN ASSOCIATION, INC.
25 Baltimore-Annapolis Boulevard, N. W.,
Glen Burnie, Maryland \$4,824.24
INTEREST for November, 1960, December, 1960,
and January, 1961 76.44
TOTAL \$4,900.68

January 4, 1961

MARYLAND NATIONAL BUILDING & LOAN ASS'N., INC.
By Walton D. Wilson
Walton D. Wilson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President of Maryland National Building & Loan Association, Inc., and made oath in due form of law that the matters and facts set forth in above report are true to the best of his knowledge.

Frankie D. Wilson
Frankie D. Wilson, Notary Public

FILED
1961 JAN -5 PM 9:07

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis Blvd.,
N.W.

Glen Burnie, Maryland
MICHAEL DEMYAN, Attorney,
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

IN THE MATTER OF THE
SALE OF THE MORTGAGED
REAL ESTATE OF CURTIS B.
OXYER and DOROTHY M. OX-
YER, HIS WIFE, Southernmost
one-half of Lot 84-C, as shown on
Plat of Champion Forest, and im-
provements in fee simple, Fourth
Election District, Anne Arundel
County, Maryland.

EQUITY NO. 13,968

Under and by virtue of the
power and authority contained
in a Mortgage from CURTIS B.
OXYER and DOROTHY M. OX-
YER, his wife, to Maryland Na-
tional Building & Loan Associa-
tion, Inc., dated March 5, 1960,
and duly recorded among the rec-
ords of Anne Arundel County in
Liber G.T.C. 1374, Folio 372 (de-
fault having occurred there-
under), the undersigned Attorneys
named in Mortgage will sell at
Public Auction, at Court House
door (Church Circle entrance) in
Annapolis, Maryland, on

FRIDAY,

APRIL 28, 1961

AT 10:00 A.M.

all that lot of ground and improve-
ments thereon located in Cham-
pion Forest, Fourth Election Dis-
trict, Anne Arundel County, and
described as follows:

BEGINNING for the same where
the division line between Lots
84-B and 84-C, as shown on Plat
of Champion Forest hereinafter
referred to, intersects the North-
east side of Orchard Avenue 40
feet wide as laid out on said Plat,
running from thence and binding
on the Northeast side of Orchard
Avenue North 38 degrees 31'
West 101 feet to a point, thence
North 46 degrees 52' East 270
feet more or less to the North-
west side of a reservation 10 feet
wide and situate as shown on said
Plat, thence binding on said
reservation South 16 degrees 49'
East 112 feet, more or less, to
said division line between Lots 84-
B and 84-C on said Plat, thence
binding on said division line South
46 degrees 52' West 230 feet, more
or less, to the place of beginning.
Being the Southernmost one-half
of Lot 84-C, as shown on Plat of
Champion Forest, which Plat is
recorded among the Land Records
of Anne Arundel County in Plat
Book 11, Folio 14.

BEING the same lot of ground
which by Deed dated August 13,
1957, was conveyed by the John
Stewart Company unto the said
Curtis B. Oxyer and Dorothy M.
Oxyer, his wife, recorded among
the Land Records of Anne Arun-
del County in Liber G.T.C. No.
1215, Folio 161.

TERMS OF SALE: A deposit
of Five Hundred (\$500.00) Dollars
will be required of the purchaser
at time of sale, with interest at
six percent (6 per cent) and
documentary stamps, taxes, etc.,
to be adjusted to date of sale.
balance purchase price upon
ratification.

FRANKIE WILSON,
Attorney Named in Mortgage
ROBERT H. CAMPBELL,
Auctioneer

OFFICE 13,968

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132
PAGE 304

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1961

We hereby certify, that the annexed

Mortgage Sale

Curtis B. Oxyer

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 April, 1961. The first

insertion being made the 6th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961

MAY -4

PM 8:18

Marie Lato

No

9

A-27

IN THE MATTER OF THE SALE OF *
 THE MORTGAGED REAL ESTATE OF *
 CURTIS B. OXYER and DOROTHY M. *
 OXYER, his wife *
 Box 376-C, Orchard Avenue *
 Jessup, Maryland *

IN THE
 CIRCUIT COURT
 FOR
 ANNE ARUNDEL COUNTY
 IN EQUITY
 NO. 13, 968

192 MAY 30 1961

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale, by Frankie Wilson, Attorney named in Mortgage, dated March 5, 1960, from CURTIS B. OXYER and DOROTHY M. OXYER, his wife, to MARYLAND NATIONAL BUILDING & LOAN ASSOCIATION, INC., and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374, Folio 372, etc., which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days consecutively preceding the day of sale, Frankie Wilson, 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 April, 1961 at 10:00 a.m. attended at the Court House door then and there sold the property described in said Mortgage, which property is more particularly described as follows:

BEGINNING for the same where the division line between Lots 84-B and 84-C, as shown on Plat of Champion Forest hereinafter referred to, intersects the northeast side of Orchard Avenue 40 feet wide as laid out on said Plat, running from thence and binding on the northeast side of Orchard Avenue North 38° 31' West 101 feet to a point, thence north 46° 52' East 270 feet more or less to the northwest side of a reservation 10 feet wide and situate as shown on said Plat, thence binding on said reservation South 16° 43' East 112 feet, more or less, to said division line between Lots 84-B and 84-C on said Plat, thence binding on said division line South 46° 52' West 230 feet, more or less, to the place of beginning. Being the Southernmost one-half of Lot 84-C, as shown on Plat of Champion Forest, Fourth Election District, Anne Arundel County, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 11, Folio 14.

BEING the same lot of ground which by Deed dated August 13, 1957, was conveyed by the John Stewart Company unto the said Curtis B. Oxyer and Dorothy M. Oxyer, his wife, recorded among the aforesaid Land Records in Liber G.T.C.

FILED
 1961 MAY -5 AM 10:17

132 MAR 306

No. 1215, Folio 161. Improved by a one-story, concrete block four room and bath dwelling.

TERMS OF SALE: Deposit of Five Hundred (\$500.00) Dollars at time of sale and balance upon ratification by the Court, with interest at 6% from date of sale.

The said property was sold, as aforesaid, to Frankie Wilson & Sons, Inc. (a body corporate) at and for the sum of Forty-two Hundred Fifty (\$4,250.00) Dollars, the said purchaser being then and there the highest bidder, and that said sale was fairly made.

Frankie Wilson, Attorney named in Mortgage
Frankie Wilson, Attorney named in Mortgage
25 Balto-Annap. Blvd., N.W.
P.O. Box 247
Glen Burnie, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of May, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney named in aforesaid Mortgage, and made oath in due form of law that the matters and facts set forth in above Report of Sale are true to the best of her knowledge, information and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Mildred S. Davis
MILDRED S. DAVIS
Notary Public



ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CURTIS B. OXYER and DOROTHY M. OXYER, his wife

VERSUS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,968 Equity

LIBER 132 PAGE 307

Ordered, this 5th day of May, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

The report states that the amount of sale was \$ 4,250.00

FILED 1961 MAY 5 AM 10:17

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CURTIS B. OXYER and DOROTHY M. OXYER, his wife

versus

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of June, 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. B. Dinkelt JUDGE.

FILED

1961 JUN 13 AM 10:55

12

Maryland Gazette

LIBER 132 PAGE 308

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed _____

Order New - Sale - Eq 13, 968

Curtis B. Oxyer

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 June, 1961. The first

insertion being made the 11th day of

May, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

JUN -6 PM 1:59

By Maria Lata

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,968 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CURTIS B. OXYER and DOROTHY M. OXYER, his wife

Ordered, this 5th day of May, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of June, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of June next.

The report states that the amount of sale was \$4,250.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-1

No. M. C. 20799 1961

13

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Curtis B. Oxyer and Dorothy M. Oxyer, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	158	63	208	63
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	50		
Auditor - stating this account	13	50	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale (September, 1960)	78	76		
Capital-Gazette Press - advertising sale (April, 1961)	80	52		
Capital-Gazette Press -order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md.-bond premium	22	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	47		
One-half State documentary stamps	4	95		
Northwestern National Ins. Co. - insurance premium paid to 10/4/61 - 7 months	10	26		
Mildred S. Davis - notary fee		50	251	46
To Attorney for Taxes, viz:				
1961 State and County taxes paid by Attorney	67	45	67	45
To Maryland National Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	3,750	10	3,750	10
			4,333	64
Amount of mortgage claim filed	5,002	64		
Interest on principal balance of \$4,924.64 @ 6% from 10/1/60 to 8/29/61 - 10 months 29 days	270	03		
	5,272	67		
Cr. Amount allowed above	3,750	10		
Balance subject to decree in personam	1,522	57		

with

Frankie Wilson, Attorney named in Mortgage

Cr.

1961

Apr.

28

Proceeds of Sale

4,250 00

Interest on \$3,750.00 from 4/28/61
to 6/28/61

37 50

4,287 50

Refund 1961 State and County taxes
(\$67.45) - 8 months 2 days

46 14

46 14

4,333 64

1961 JUL 24 PM 12:59

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Sale of the
Mortgaged Real Estate
VERSUS
Curtis B. Oxyer
and
Dorothy M. Oxyer, his wife

No. 13,968 Equity.

ORDERED, This 24th day of July, 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 28th
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
28th day of August next.

Geo. T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of August, 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 AUG 31 PM 12:14

V. Bonni Duckett

17

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 313

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed

Order Nisi - Aud. Sect. E.g. 13, 968

Curtis B. Oxyer

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 28th

day of August, 1961. The first

insertion being made the 27th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Mavis Lates

Order Nisi
 IN THE CIRCUIT COURT
 FOR ANNE ARUNDEL COUNTY
 No. 13,968 Equity
 In the Matter of the Sale of the
 Mortgaged Real Estate of
 CURTIS B. OXYER and
 DOROTHY M. OXYER, his wife
 Ordered, this 24th day of July,
 1961, That the Report and Ac-
 count of the Auditor, filed this
 day in the above entitled cause
 BE RATIFIED AND CON-
 FIRMED, unless cause to the
 contrary thereof be shown on or
 before the 28th day of August
 next; Provided, a copy of this
 Order be inserted in some news-
 paper published in Anne Arundel
 County, once in each of three suc-
 cessive weeks before the 28th day
 of August next.
 GEORGE T. CROMWELL, Clerk
 True Copy, TEST:
 GEORGE T. CROMWELL, Clerk
 A-10

1961
AUG 30 PM 1:55
FILED

No. M. C. 22363

JOSEPH H. MILLER Administrator of the ESTATE OF FRANK S. MILLER, Sr., deceased vs	*	IN THE
SALLY MILLER, wife of Joseph H. Miller, 3706 Cedar Drive	*	CIRCUIT COURT
THELMA STICKLER and Kelvin Stickler, her husband 1508 N. Patterson Park Avenue	*	NO. 2
FRANK S. MILLER, JR. and Viola Miller, his wife 15260 Sherman Way Reseda California	*	OF
EDNA E. BELL and Millard Bell, her husband 5240 St. Charles Avenue	*	
FRANKLIN A. MILLER 1016 Montalou Street and Betty Miller, his wife	*	BALTIMORE CITY

* * * * *

BILL OF COMPLAINT

JOSEPH H. MILLER, Administrator, of the estate of FRANK S. MILLER, Sr., deceased, late of Baltimore City, by LEROY W. LIST, respectfully represents unto Your Honor:

FIRST: That FRANK S. MILLER, SR., a widower, a resident of Baltimore City, died intestate on the thirty-first day of December, 1952, leaving surviving him the following five children, his heirs at law:

JOSEPH H. MILLER, THELMA STICKLER, FRANK S. MILLER, JR., EDNA E. BELL and FRANKLIN A. MILLER.

SECOND: That on the thirty-first day of January, 1953, your Orator was appointed Administrator of the Estate of FRANK S. MILLER, SR., by the Orphans Court of Baltimore City, has duly

FILED
1951 AUG 25 AM 10:21

qualified as such by filing his approved bond; a certificate of the letters of Administration issued to your Orator is filed herewith and marked "Exhibit 1," and prayed to be taken as a part hereof.

THIRD: That your Orator has partially administered the estate of the said FRANK C. MILLER, SR., in the Orphans Court of Baltimore City, by causing a notice to creditors to be published, and by filing a cash, personal and real inventory in the said Court and files herewith certified copies thereof marked "Exhibit No. 2, 3 and 4," respectively, each prayed to be taken as a part hereof.

FOURTH: That the cash inventory amount to TWO HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY-FIVE CENTS, (\$208.65), that the personal estate appraised at TWO HUNDRED NINETY DOLLARS, (\$290.00), was sold pursuant to an Order of the said Orphans Court for TWO HUNDRED NINETY-FIVE DOLLARS, (\$295.00); that the cash and personal estate left by the decedent was insufficient to pay the debts of the decedent, funeral expenses inheritance taxes and costs of administration of his estate.

FIFTH: That the said decedent died seized and possessed of fee simple property more fully described in the attached inventory marked "Exhibit #4"; that the said decedent acquired 0.115 acres of land in Baltimore County pursuant to a deed dated the 13th day of November, 1948, pursuant to a deed from LILLIE BRADY, et al to FRANK C. MILLER, SR., said deed being recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1735, folio 378; that the said decedent acquired Lots Nos. 86 I, 86 J, 86 K, and 86 L, on the Plat of Champion Forest by deed dated the 11th day of June, 1949, from JENEVIE ROTH and husband, said deed being recorded among the Land Records of Anne Arundel County in Liber J.R.L. No. 534, folio 340; that the said decedent acquired Lots 86 O, 86 P, 86 N, 86 Q, 86 E, 86 F, 86 D, 86 C, on the Plat of Champion

Forest by deed dated the twenty-third of June, 1947, said deed being recorded among the Land Records of Anne Arundel County, in Liber J.B.M. No. 416, folio 96.

SIXTH: That the said personal estate is insufficient to pay the debts of the decedent funeral expenses, inheritance taxes and costs of administration necessitating the sale of the aforesaid fee simple property.

TO THE END WHEREFORE:

(a) That this Honorable Court assume jurisdiction of the further administration and distribution of the estate of FRANK S. MILLER, SR., late of Baltimore City, deceased.

(b) That the aforesaid fee simple property be sold for the payment of the aforementioned debts, taxes, costs of administration as remain unsatisfied after the application of the personal estate aforesaid, and JOSEPH H. MILLER, be appointed trustee by this Honorable Court to make said sale for such purposes.

(c) For such other and further relief as your Petitioners cause may require.

Joseph H. Miller
Joseph H. Miller
Administrator

Leroy H. List
Solicitor for Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, ss: to wit:

I HERBERT CHERLIFE, That on this 12 day of August, Nineteen-Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore, aforesaid, personally appeared JOSEPH H. MILLER, Administrator of the Estate of FRANK S. MILLER, SR., and made oath in due form of law that the matters and facts in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

my hand and Notarial Seal.

AS WITNESSED

Charmie M. Watts
Notary Seal

State of Maryland,
City of Baltimore, ss:

LIBER 132 PAGE 317

I, G. GORDON KIRBY, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint, filed on the 13th day of August, 1954

now on file in this office in the cause therein entitled Joseph H. Miller, etc.

-vs-

Sally Miller, et al



In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 21st

day of August A. D. 19 61

G. Gordon Kirby
G. GORDON KIRBY, Clerk.

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue, New York 10, N.Y.

Plaintiff

Vs.

CLIFFORD LEE and
LAURALEE SALLY LEE, his wife, and
KATHERINE POWELL VINYARD, Guarantor
~~204 Juniper Drive, Anne Arundel County,~~
Md.

Defendants

Docket 19 Folio 334
Case No. 14,334 Equity
Filed _____

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY
~~MARYLAND~~, IN EQUITY

To the Honorable, the Judge of said Court:

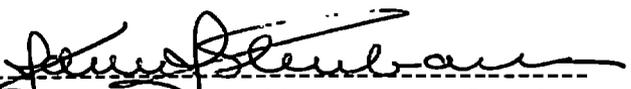
The petition of the plaintiff respectfully represent s:

That on the 7th day of July A.D. 1960 the defendant s Executed
and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland,
a mortgage upon certain leasehold property in ~~Baltimore~~ Anne Arundel County, therein described, to
secure the payment of the mortgage debt of \$ 11,500.00 and interest as therein mentioned, ~~wherein~~
which mortgage, by mesne assignments was short assigned unto Metropolitan Life
Insurance Company, 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.

AND WHEREAS, a default has occurred in the payment of principal and interest, as
provided in said mortgage.

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

And as in duty, &c.


John J. Neubaue, Attorney for Plaintiff

~~Attorney for Plaintiff~~

FILED

1961 APR 15 AM 9:47

REVIEW BY LAW DIVISION
MORTGAGE INVESTMENTS

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1405 PAGE 461

LIBER 132 PAGE 319

MORTGAGE

THIS MORTGAGE, Made this 7th day of July, 1960, by and between CLIFFORD LEE and LAURALEE SALLY LEE, his wife, and KATHERINE POWELL VINYARD, Guarantor,*

of - - Anne Arundel County - - , in the State of Maryland, hereinafter called the Mortgagor, and

WEAVER BROS. INC. OF MARYLAND

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor ~~is a member of the Mortgagee~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of ELEVEN THOUSAND FIVE HUNDRED AND 00/100ths Dollars (\$ 11,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & three-quarters per centum (5-3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of the Mortgagee - - - - - in Baltimore

Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY-SEVEN AND 16/100ths Dollars (\$ 67.16), commencing on the first day of August, 1960, 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 July, 1960. 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 (A) of ground situate, lying and being in - - Anne Arundel County - - , in the State of Maryland aforesaid, and described as follows, that is to say:

16-55400-6

BEING known and designated as Lot No. 20, Block E, as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 27, folio 30; the improvements thereon being known as No. 204 Juniper Drive.

BEING the same lot of ground described in a Deed dated the 7th day of July, 1960 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and assigned by Silver Holding Corporation, unto the within named Mortgagors.

*WHEREAS, the said Guarantor, in consideration of the loan made as aforesaid, joins in the execution hereof for the purpose of guaranteeing the payment of the within Mortgage debt and the interest to accrue thereon at the times the same are payable as aforesaid, and the performance of all the covenants and conditions of the within mortgage; the liability of the said Guarantor hereunder to be always that of principal and not that of surety; and

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

vs.

CLIFFORD LEE and LAURALEE SALLY LEE, his wife,
A 187 125 and
KATHERINE POWELL VINYARD, Guarantor
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

IN EQUITY

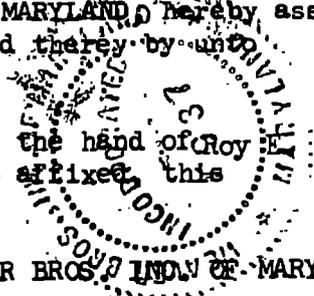
FILED

*Delete italicized words if Mortgagee is not a Building and Loan Association.
PETITIONER'S EXHIBIT #1
1960 APR 15 AM 9:47

3 *Amend #1*

FOR VALUE RECEIVED, and without recourse, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and foregoing mortgage and the mortgage debt secured thereby by unto BALTIMORE NATIONAL BANK.

AS WITNESS: the signature of said body corporate, Assignor, by the hand of Roy E. Paddock, its Vice President and its corporate seal hereto affixed this 7th day of July, 1960.



WITNESS:

WEAVER BROS. INC. OF MARYLAND

Sharon W. Noppinger
Sharon W. Noppinger

BY: *Roy E. Paddock*
Roy E. Paddock, / President
Vice

Recorded July 11, 1960 at 10:57 A.M.

FOR VALUE RECEIVED, and without recourse, BALTIMORE NATIONAL BANK, hereby assigns the within and foregoing mortgage and the mortgage debt secured thereby by unto METROPOLITAN LIFE INSURANCE COMPANY.

AS WITNESS: the signature of said body corporate, Assignor, by the hand of John R. Cupit, its Vice President, and its corporate seal hereto affixed this 8th day of July, 1960.

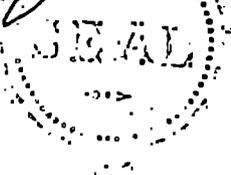
WITNESS:

BALTIMORE NATIONAL BANK

James B. Eird
James B. Eird, Assistant Cashier

BY: *John R. Cupit*
John R. Cupit, Vice President

Recorded July 11, 1960 at 10:57 A.M.



Handwritten notes and stamps:
960 JUL 11 AM 10:57
10/1425-0110 462
REC. OF DEPT. OF CLERK

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 foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual ground rent of One Hundred Twenty Dollars (\$120.00), payable in equal semi-annual installments on the 7th day of July and January, 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 (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

- which to discharge 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 60 days 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 60 days 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.

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 *John M. Muebauer* 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 **TWO HUNDRED FIFTY** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said 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 the signature and seal of the Guarantor on the day and year first above written.

Witness:

Clifford Lee [SEAL]
Clifford Lee

Lauralee Sally Lee [SEAL]
Lauralee Sally Lee

Katherine Powell Vinyard [SEAL]
Katherine Powell Vinyard - Guarantor

George P. Dwyer

STATE OF MARYLAND, BALTIMORE CITY/COUNTY to wit: BOOK 1405 PAGE 465

I HEREBY CERTIFY, That on this the *7th* day of *July*, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared **CLIFFORD LEE and LAURALEE SALLY LEE**, 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 *John M. Muebauer*, 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.

George P. Dwyer [SEAL]
Notary Public

My commission expires: STATE OF MARYLAND, BALTIMORE CITY/COUNTY to wit;

I HEREBY CERTIFY, That on this *7th* day of *July* 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared **KATHERINE POWELL VINYARD**, Guarantor, whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS: My hand and Notarial seal.

George P. Dwyer [SEAL] Notary Public

Appl. No. H30454-F
Written By: MCC/dmc 586 DM

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221 and Section 223 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

CLIFFORD LEE & LAURALEE SALLY LEE, his wife, & KATHERINE POWELL VINYARD, Guarantor for *WEAVER* *ERCS. INC. OF MARYLAND* s/a BALTIMORE NATIONAL BANK s/a METROPOLITAN LIFE INSURANCE COMPANY

at *11 o'clock* M. on *11* day recorded in Liber No. *14050* of *10* County of *10* and Folio *46* of *46* Records of *46* examined per *46* Clerk. Cost of Records, \$ *1.45*

RECORDED IN LIBER NO. 1405 FOLIO 462
JUL 11 AM 1960
FEDERAL HOUSING COMMISSIONER
GEO. T. CROMWELL, CLERK
No. *14050* Date *7/11/60*
Reference is made to the Act and to the Regulations thereunder for the insurance protection on this note.
THE TITLE GUARANTEE CO.
210 E. BALTIMORE STREET
BALTIMORE, MARYLAND

Rec'd for record July 11 1960
Filed to *W. M. Muebauer*
#10:57 AM
15 12

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York

Plaintiff

vs.

CLIFFORD LEE and
LAURALEE SALLY LEE, his wife
and
KATHERINE POWELL VINYARD, Guarantor
204 Juniper Drive
Anne Arundel County, Maryland
Defendants

LIBFR 132 PAGE 323

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 14,334.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the Mortgage from Clifford Lee and Lauralee Sally Lee, his wife, and Katherine Powell Vinyard, Guarantor, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated July 7, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1405, folio 461, which mortgage, by mesne assignments was short assigned on July 8, 1960 to Metropolitan Life Insurance Company.

Principal amount of mortgage	\$ 11,500.00
Less payments made on account.. . . .	48.57
Balance on principal	\$ 11,451.43
LESS:	
Credit in expense account.	283.76
Net balance on account of principal.	\$ 11,167.67
Interest to May 15, 1961	347.84
Balance due on principal and interest.	\$ 11,515.51

Daily interest is \$ 1.79



METROPOLITAN LIFE INSURANCE COMPANY

C. H. Huebner

C. H. HUEBNER

THIRD VICE PRESIDENT

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 13th day of April, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared C. H. HUEBNER, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal, the day and year last above written.

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0367700
Qualified in New York County
Commission Expires March 30, 1967

S. Frank Clouting
1961 APR 15 AM 9:47 Notary Public

METROPOLITAN LIFE INSURANCE COMPANY,.....
Assignee
1 Madison Avenue, New York 10, N.Y.
.....
Plaintiff

VS.

CLIFFORD LEE and.....
LAURALEE SALLY LEE, his wife, and
KATHERINE POWELL VINYARD, Guarantor
.204 Juniper Drive, Anne Arundel County, Md.
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

~~IN EQUITY~~
IN EQUITY

Docket No., Folio

Case No. 14,334.....

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~CITY~~ ^{CITY} To Wit:

I HEREBY CERTIFY, that on the 14th day of April, 1961, ~~before~~
before me, the subscriber, a Notary Public of the State of Maryland, in and for
Baltimore, ~~County~~ (City) personally appeared ...JOHN J. NEUBAUER.....
.....
and made oath in due form of law that he... knows the Defendant(s) herein and
that to the best of his... information, knowledge and belief:

- (1) Said Defendant is not in the Military Service of the United States of America;
- (2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
- (3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Catherine T. Boegner
CATHERINE T. BOEGNER Notary Public

John J. Neubauer
John J. Neubauer - Plaintiff

FILED

1961 APR 15 AM 9:47

Anne Arundel
Decree in Circuit Court for ~~Baltimore~~ County.

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee

1 Madison Avenue, New York 10, N.Y.

Plaintiff
Vs.

CLIFFORD LEE and
LAURALEE SALLY LEE, his wife, and
KATHERINE POWELL VINYARD, Guarantor
204 Juniper Drive, Anne Arundel Co., Md.
Defendants

DOCKET----- FOLIO-----

CASE NO.-----

FILED 14,334 Equity-----

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

TERM, 19-----

LIBER 132 PAGE 325

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 April in the year
nineteen hundred and sixty-one by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED,

ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer be and the y. are hereby appointed Trustees to make said sale,

and that the course and manner of ~~the~~ proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by ~~the~~ msel ves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of 12000 Dollars, conditioned for the faithful performance of the trust reposed

in ~~the~~ em by this decree, or to be reposed in ~~them~~ by any further Decree or Order in the premises: ~~the~~ y shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as

~~they~~ shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash~~ all cash, and the unpaid balance of the sale price to bear interest from the ~~next business day and twelve months~~ day of sale and be paid upon ratification of sale; ~~the interest from the day of sale, to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustees~~

and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged

their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1961 APR 17 PM 3:58

W. Bruce Smith

JUDGE

2

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

LIBER 132 PAGE 326

STATE OF MARYLAND

LIBER 10 PAGE 569

Equity No. 14,334

Metropolitan Life Insurance Co.

versus

Clifford Lee, Lauralee Sally Lee and Katherine Powell Vinyard

BOND OF TRUSTEE TO SELL REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Keyser Building, Baltimore 2, Maryland

as Principal S, 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 Twelve Thousand and no/100 - - - - - Dollars (\$12,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 19th day of April in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

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

Metropolitan Life Insurance Company

versus

Clifford Lee, Lauralee Sally Lee and Katherine Powell Vinyard

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)
Robert J. Neubauer (SEAL)
(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Noeth*
Robert J. Noeth
Attorney in fact.

Bond approved this 21 day of April, 1961
George T. Cromwell, Clerk
9

FILED
1961 APR 21 AM 9:48

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.

VS. Plaintiff

CIRCUIT COURT

CLIFFORD LEE and LAURALEE SALLY LEE,
his wife, and
KATHERINE POWELL VINYARD, Guarantor
204 Juniper Drive, Anne Arundel Co., Md.

-FOR-
No. 14334 Equity
~~MARYLAND COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY
Anne Arundel
~~MARYLAND COUNTY~~

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of John J. Neubauer and Robert J. Neubauer
Trustee. appointed by the decree in the above entitled cause to make sale of leasehold
property known as No. 204 Juniper Drive, Anne Arundel County, Maryland,

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

----- Anne Arundel
----- a weekly newspaper, published in Baltimore County, for
more than three successive weeks preceding the day of sale, said Trustee. did pursuant
to said notice on Friday the 2nd day of June, 1961,
at 4:00 o'clock, P.M., attend on the premises and then and there sold the leasehold
property to Metropolitan Life Insurance Company, whose post office address is
1 Madison Avenue, New York 10, New York
at and for the price of Ten Thousand and 00/100 Dollars (\$10,000.00)
it being the highest bidder therefor. Subject to the payment of an annual
ground rent of One Hundred and Twenty and 00/100 Dollars (\$120.00), payable in
equal semi-annual installments on the 7th days of January and July, in each and
every year.

John J. Neubauer
John J. Neubauer - Trustee
Robert J. Neubauer
Robert J. Neubauer - Trustee.

CITY
~~County~~
State of Maryland, of Baltimore, Sct.

I Hereby Certify, that on this 2nd day June, 1961,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of
Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer
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.

Kenneth J. Gaerig
Notary Public

1961 JUN -5 AM 9:56

KENNETH J. GAERIG

ORDER NISI

LIBER 132 PAGE 328
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,334 Equity

METROPOLITAN LIFE INSURANCE
COMPANY, Assignee
versus
CLIFFORD LEE and LAURALEE SALLY LEE
his wife, and
KATHERINE POWELL VINYARD, Guarantor

Ordered, this 5th day of June, 19 61, That the sale of the
Property in these proceedings mentioned
made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

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

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

Filed June 5, 1961

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE
COMPANY, Assignee
versus
CLIFFORD LEE and LAURALEE SALLY
LEE, his wife and
KATHERINE POWELL VINYARD, Guarantor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of July, 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 re-
quired 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.

U. Bruce Danchett
JUDGE.

FILED

1961 JUL 11 PM 4:24

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

**Trustee's
Sale**

**Of Valuable
Leasehold Dwelling
Property**

KNOWN AS NO. 204 JUNIPER
DRIVE, GLEN BURNIE, IN THE
FIFTH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY,
MARYLAND

Under and by virtue of a De-
cree passed in the Circuit Court
for Anne Arundel County, in
Equity, in a case entitled
"Metropolitan Life Insurance
Company, Assignee, vs. Clifford
Lee and Lauralee Sally Lee, his
wife, and Katherine Powell Vin-
yard, Guarantor. "the undersig-
ned Trustees will sell at Public
Auction on the premises the
leasehold property above de-
scribed on

Friday, June 2, 1961

at 4:00 o'clock P.M.

ALL that lot or parcel of ground
situate, lying and being in Anne
Arundel County, State of Mary-
land, and described as follows:
BEING known and designated
as Lot No. 20 Block E, as shown
on a Plat entitled "Hammar-
lee Estates", which Plat is re-
corded among the Plat Records
of Anne Arundel County in Plat
Book 27, folio 30.

The improvements thereon
being known as No. 204 Juniper
Drive.

SUBJECT to the payment of
an annual ground rent of One
Hundred and Twenty Dollars
(\$120.00), payable in equal
semi-annual installments on the
7th days of January and July,
in each and every year.

The improvements consist of a
one story frame dwelling, con-
taining six rooms and one bath
with forced warm air heat, gas
fired.

The property is subject to the
following:

(1) Agreement between Curtis
Creek Mining Furnace and Mann-
facturing Company and Annapolis
Public Utilities Company, dated
December 11, 1922 and recorded
among the Land Records of Anne
Arundel County in Liber W.N.W.
No. 58, folio 489, granting to the
latter the poles and electrical
equipment in and about the town
of Glen Burnie.

LIBER

132 PAGE 329

OFFICE OF 17334

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1961

We hereby certify, that the annexed

Trustee's Sale

Clifford Lee

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 June, 1961. The first

insertion being made the 11th day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By H. Tilghman
JUN -8 AM 11:53

(2) Agreement between The Hammarlee Realty Company and Consolidated Gas, Electric Light and Power Company of Baltimore, dated June 4, 1937 and recorded as aforesaid in Liber F.A.M. No. 166, folio 186, as to poles, wires, etc.

(3) Deed from the Hammarlee Realty Co., et al, to Anne Arundel County Sanitary Commission, dated August 3, 1950 and recorded as aforesaid in Liber J.H.H. No. 754, folio 231, as to sewers and water lines.

(4) Covenants, conditions and restrictions set forth in a Declaration made by Harry Silver and wife, et al, dated July 11, 1956 and recorded as aforesaid in Liber G.T.C. No. 1044, folio 556, restricting the use of the land.

(5) Agreement between The Hammarlee Realty, Inc. and Baltimore Gas and Electric Company, dated August 8, 1956 and recorded as aforesaid in Liber G.T.C. No. 1056, folio 90, as to poles, wires, etc.

(6) Two Agreements by and between Lyon A. Miller, et al, and County Commissioners of Anne Arundel County recorded November 15, 1957 and November 18, 1957 in Libers G.T.C. No. 1168, folio 471 and G.T.C. No. 1167, folio 82, respectively, as to roads, streets, etc.

(7) Deed from Rubin Pasarew, et al, to County Commissioners of Anne Arundel County, dated March 6, 1959 and recorded as aforesaid in Liber G.T.C. No. 1284, folio 241, as to streets, roads, etc.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted to the date of sale.

A deposit of \$500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
ROBERT J. NEUBAUER
Trustees

Keyser Building
Baltimore 2, Maryland
LE 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore 1, Maryland
Auctioneers

Ju-1

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 331

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR
 ANNE ARUNDEL COUNTY
 No. 14,334 Equity
 METROPOLITAN LIFE INSURANCE COMPANY, Assignee
 versus
 CLIFFORD LEE and LAURALEE SALLY LEE, his wife, and KATHERINE POWELL VINEYARD, Guarantor

Ordered, this 5th day of June 1961, That the sale of the Property in these proceedings mentioned made and reported by John Neubauer and Robert J. Neubauer, Trustees 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.

The report states that the amount of sale was \$10,000.00.
 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 Sale
Eq. 14, 334.

Clifford Lee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 10th

day of July, 1961. The first

insertion being made the 7th day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 215-21861 JUL -3 PM 3:55

By H. Tilghman

23

Dr. Metropolitan Life Insurance Company, Assignee vs. Clifford Lee in ac.
and Lauralee Sally Lee, his wife, and Katherine Powell Vinyard, Guarantor

To Trustees for Fee, viz:	250	00		
To Trustees for Commissions, viz:	331	90	581	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 three copies	22	50	60	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	115	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Baltimore Sun - advertising sale	15	30		
U.S. Fidelity & Guaranty Co.-bond premium	24	00		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
Federal lien judgment reports	3	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Notary fees	1	00	227	32
To Trustees for Taxes, viz:				
1961 State and County taxes (\$223.90) - 5 months 2 days	94	53	94	53
To Trustees for Ground Rent, viz:				
Semi-annual ground rent of \$60.00 due 7/7/61 - 4 months 25 days	48	33	48	33
To Metropolitan Life Insurance Company, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	9,050	75	9,050	75
			10,063	33
Amount of mortgage claim filed	11,515	51		
Interest @ 5-3/4% on principal balance from 5/15/61 to 8/29/61 - 106 days @ \$1.79	189	74		
FHA premium advanced by Assignee	57	12		
Amount paid to remove trash from premises	10	00		
			11,772	37
Cr. Amount allowed above	9,050	75		
			2,721	62

with John J. Neubauer and Robert J. Neubauer, Trustees

Cr.

1961				
June	2	Proceeds of Sale	10,000	00
		Interest on deferred payment of \$9,500.00 to 7/12/61 - 1 month 10 days	63	33
				10,063 33
				10,063 33

12

ORDER NISI

Metropolitan Life Insurance Company, Assignee
VERSUS
Clifford Lee
and
Lauralee Sally Lee, his wife,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,334
Equity.

1961 JUL 31 PM 12:52

ORDERED, This 31st day of July, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of September, 1961, that the foregoing 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 SEP -6 PM 2:21

U. Bruce Dockett

Maryland Gazette

LIBER 132 PAGE 336

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,334 Equity
Metropolitan Life Insurance
Company, Assignee
versus
CLIFFORD LEE and
LAURALEE SALLY LEE, his
wife, et al

Ordered, this 31st day of July, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed -----

Order Nisi - Club Unit, Eq. 14,334

Clifford Lee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3-----

successive weeks before the 5th-----

day of September, 1961. The first

insertion being made the 3rd----- day of

August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marion Tate

1961
AUG 30 PM 1:57
FILED

No. M. G. 22715

8

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

JAMES HENRY FULTON and
BETTY JANE FULTON, his wife
808 Lynvue Drive, Anne Arundel County, Md.

Defendants

Docket 1-9 Folio 339
Case No. 14,344
Filed _____

IN THE
CIRCUIT COURT

FOR

~~ANNE ARUNDEL COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

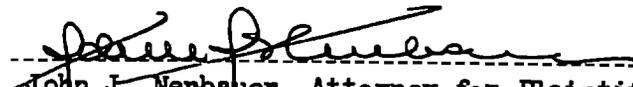
The petition of the plaintiff respectfully represent s:

That on the 1st day of October A.D. 1956 the defendant s Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain leasehold property in Baltimore County, therein described, to secure the payment of the mortgage debt of \$ 13,950.00 and interest as therein mentioned, ~~wherein~~ which mortgage was short assigned on the same day to Metropolitan Life Insurance Company, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

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

And as in duty, &c.


John J. Neubauer, Attorney for Plaintiff

~~ANNE ARUNDEL COUNTY, IN EQUITY~~

FILED

1951 APR 25 AM 9:53

MORTGAGE—(Maryland)—Vets
PURCHASE MON.

1st

1956
day of October

LIBER 1068
PAGE 91

THIS MORTGAGE, Made this
in the year one thousand nine hundred and fifty-six between

JAMES HENRY FULTON and BETTY JANE FULTON, his wife, of Anne Arundel County, in the
State of Maryland - - - - - Mortgagor, and
WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State
of Maryland, Mortgagee.

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just
sum of THIRTEEN THOUSAND NINE HUNDRED FIFTY AND 00/100ths - - - - - Dollars
(\$13,950.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said
Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with
interest at the rate of four and one-half per centum (4 1/2%) per annum - - - - -

payable - - - - - as hereinafter set forth - - - - - in each year,
until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith,
and passed by the said Mortgagor unto the said Mortgagee for said principal debt of - - - - - Dollars
THIRTEEN THOUSAND NINE HUNDRED FIFTY AND 00/100ths - - - - - Dollars

(\$13,950.00), due and payable as follows: Interest on the aforesaid sum of - - - - - Dollars
THIRTEEN THOUSAND NINE HUNDRED FIFTY AND 00/100ths - - - - - Dollars
accounting from the date hereof to be paid on the first day of November 1956
and thereafter the sum of SEVENTY AND 69/100ths - - - - - Dollars
on the first day of December 1956

and the same amount on the first day of every month thereafter, up to and including the first day of September 1986 and the balance
of principal and interest remaining unpaid shall be payable on the first day of October 1986
and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid prin-
cipal at the rate of four and one-half per cent per annum and any amount remaining after the pay-
ment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part
of the purchase price for the property hereinafter described. That together with and in addition to the monthly
payment of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors
will pay to the Mortgagee on the first day of each month until debt is fully paid a sum equal to one-twelfth
of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mort-
gaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges
and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall pre-
vent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their
general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be
legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office
of the Mortgagee, 100 St. Paul Street, Baltimore, Md., or at such other place, either within or without the said
State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by
and between the parties hereto that the repayment of the same and of the interest to become due thereon,
and of all taxes, ground rent, if any, assessments, public dues, and charges levied or to be levied by law on
the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should
be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of \$1 the said

JAMES HENRY FULTON and BETTY JANE FULTON, his wife - - - - -
- - - - - Mortgagor, does hereby grant, convey, transfer and
assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated
in - - - - - Anne Arundel County - - - - - in the State of Maryland, and described as follows, viz:

BEGINNING for the same thereof at a point on the northeast side of
Lynvue Drive fifty feet wide distant one hundred ninety feet northwesterly
measured along the said northeast side of said Lynvue Drive from the corner formed
by the intersection of the said northeast side of said Lynvue Drive and the north-
west side of Wanda Road fifty feet wide said place of beginning being also at the
southeast corner of Lot No. 28 Lindale Heights and running thence from said place
of beginning binding on the said northeast side of said Lynvue Drive north fifty-
four degrees forty-seven minutes west sixty feet to the southwest corner of said
Lot No. 28 thence leaving the said northeast side of said Lynvue Drive at right
angles thereto binding on the northwest outline of said Lot No. 28 and running
north thirty-five degrees, thirteen minutes east one hundred and fifteen feet to
the northwest corner of said Lot No. 28 thence south fifty-four degrees forty-
seven minutes east sixty feet to the northeast corner of said Lot No. 28 thence
binding on the southeast outline of said Lot No. 28 and running south thirty-five
degrees thirteen minutes west one hundred fifteen feet more or less to the place
of beginning. Being Lot No. 28 Lindale Heights and being improved by a split-
level brick and frame asbestos shingled dwelling known as No. 808 Lynvue Drive.

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

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee vs. Plaintiff : IN THE CIRCUIT COURT FOR ANNE
JAMES HENRY FULTON & BETTY JANE FULTON, : ARUNDEL COUNTY, IN EQUITY
his wife, Defendants :
FILED

1961 APR 25 AM 9:53

PETITIONER'S EXHIBIT #1

2

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time or to make one or more additional principal payments in accordance with the Amortization Schedule on the first day of any month.

In the event that any instalment shall become overdue for a period in excess of fifteen days (15), a "late charge" of ~~two~~ cents (~~two~~) for each dollar (\$1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, bereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage, and two combination storm doors - aluminum, now on the premises.

To have and to hold the said lot - of land, with the improvements and appurtenances aforesaid, unto the said Wever Bros., Inc. of Maryland, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual ground rent of One Hundred Twenty Dollars (\$120.00), payable in equal semi-annual installments on the ¹⁵ days of *April* and *October*, in each and every year.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (and sale to take place after the default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale of such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of \$50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and ^{1/2} of such commissions and all

such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if any, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the bolder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

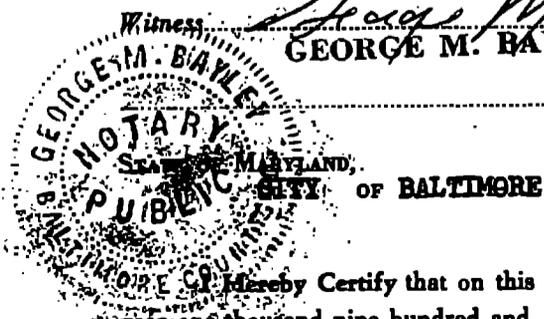
And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said Mortgagors have hereunto affixed their hands and seals the day and year first herein written.

Witness: *George M. Bayley* [Signature] GEORGE M. BAYLEY [L.S.]
James Henry Fulton [Signature] James Henry Fulton [L.S.]
Betty Jane Fulton [Signature] Betty Jane Fulton [L.S.]



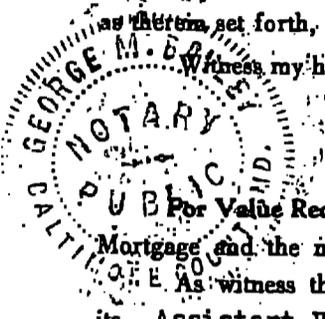
I hereby Certify that on this 15th day of October, 1934, in the year one thousand nine hundred and - fifty-six - before me, the subscriber, a Notary

Public of the State of Maryland, in and for said County of Baltimore, the undersigned officer, personally appeared JAMES HENRY FULTON and BETTY JANE FULTON, his wife, Mortgagors, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and in my presence signed and sealed the same.

George M. Bayley [Signature] GEORGE M. BAYLEY Notary Public. My Commission Expires May 6, 1935

STATE OF MARYLAND,
CITY OF BALTIMORE

I Hereby Certify that on this 1st day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Balt, personally appeared Joseph Skrupp & Agent of the within named Mortgagee and made oath in due form of law that the consideration named in the foregoing Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the within named Mortgagee.



George M. Bayley
GEORGE M. BAYLEY, Notary Public.
My Commission Expires May 6, 1957.

Witness my hand and notarial seal:
For Value Received, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company. As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Assistant Vice President

and its corporate seal hereto affixed this 1st day of October, 1956

Witness:
Hugh H. Gambrell
Hugh H. Gambrell
Assistant Secretary

Roy E. Paddock
WEAVER BROS. INC. OF MARYLAND
By Roy E. Paddock
Roy E. Paddock
Assistant Vice President

Rec'd for record Oct 5 1956 at 2:15 PM

Mailed to The Md Title Guaranty Co

130,973
TCC: es
MORTGAGE
(MARYLAND)

FROM
JAMES HENRY FULTON AND
BETTY JANE FULTON, HIS WIFE
TO
WEAVER BROS. INC. OF MARYLAND
S/A TO: METROPOLITAN LIFE INSURANCE COMPANY

THE MARYLAND TITLE GUARANTEE CO.
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

Received for Record at 5 o'clock PM in Liber 1068 Folio 94 one of the Land Records of and examined per
Cost of Record \$ 0
1956 OCT 5 AM 2:15
RECORDED IN LIBER 1068 FOLIO 94
GEO. T. MUMWELL, CLERK

REC'D FOR RECORD
& RECORDED IN LIBER 1068 FOLIO 94
GEO. T. MUMWELL, CLERK

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, New York
Plaintiff

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

VS.

JAMES HENRY FULTON and
BETTY JANE FULTON, his wife
808 Lynvue Drive, Anne Arundel Co., Md.
Defendant

Docket No., Folio
Case No.

NON-MILITARY SERVICE AFFIDAVIT

CITY
STATE OF MARYLAND, BALTIMORE, To Wit:

I HEREBY CERTIFY, that on the 24th day of April, 1961
before me, the subscriber, a Notary Public of the State of Maryland, in and for
Baltimore (City) personally appeared JOHN J. NEUBAUER
and made oath in due form of law that he knows the Defendant(s) herein and
that to the best of his information, knowledge and belief:

- (1) Said Defendant is not in the Military Service of the United States of America;
(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.



Richard M. Disney
Richard M. Disney Notary Public
John J. Neubauer - Affiant

FILED

1961 - APR 25 AM 9:53

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10,
New York

IN THE CIRCUIT COURT FOR

Plaintiff

ANNE ARUNDEL COUNTY

vs.

IN EQUITY

JAMES HENRY FULTON and
BETTY JANE FULTON, his wife
808 Lynvue Drive
Anne Arundel County, Maryland

Defendants

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, New York 10, New York, a body corporate of the State of New York, under the Mortgage from James Henry Fulton and Betty Jane Fulton, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated the 1st day of October, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1068, folio 91, which mortgage was short assigned on the same day to Metropolitan Life Insurance Company.

Principal amount of mortgage	\$13,950.00
Less payments made on account.	<u>964.55</u>
Balance due on principal	\$12,985.45
LESS PLUS:	
Credit Credit in expense account.	<u>177.11</u>
Debit	
Net balance due on account of principal.	\$13,162.56
Interest to May 15, 1961	<u>320.83</u>
Balance due on principal and interest.	\$13,483.39

Daily interest is \$1.65

METROPOLITAN LIFE INSURANCE COMPANY

BY:

I E McGURK

THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 21st day of April, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared I E McGURK, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the Plaintiff in the above entitled cause, and made oath that the foregoing is a 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 S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0567700
Qualified in New York County
Commission Expires March 30, 1963

1961 APR 25 AM 9:50

S. Frank Clouting
Notary Public

~~Decree in Circuit Court No. 14,343~~

DOCKET FOLIO

CASE No. 14,343

FILED

IN THE

Circuit Court ~~1833~~

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19.....

LIBER 132 PAGE 344

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York

Plaintiff

vs.

JAMES HENRY FULTON and
BETTY JANE FULTON, his wife
808 Lynvue Drive, Anne Arundel County,
Maryland

Defendants

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 25th day of April in the year of Anne Arundel County, nineteen hundred and ~~sixty-one~~ by the Circuit Court, ~~No. 14,343~~, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer 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 \$14,000 Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~cash~~ all cash, and the unpaid balance of sale price to bear interest from the day of sale and be paid upon ratification of sale; ~~and the balance of the purchase price shall be paid to the purchaser or purchasers, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the 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 ~~the~~ 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.~~

FILED

1961 APR 26 AM 11:48

U. Bone Duckett

Judge

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

LIBER 132 PAGE 345
No. 14,344 Equity
LIBER 10 PAGE 582

Metropolitan Life Insurance Company

versus

James Henry Fulton and Betty Jane Fulton, His Wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, 402 Keyser Building, Calvert & Redwood Streets, Baltimore 2, Maryland

as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand and no/100 - - - - - Dollars (\$14,000.00) 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 27th day of April in the year of our Lord one thousand, nine hundred and sixty-one.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

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

Metropolitan Life Insurance Company

versus

James Henry Fulton and Betty Jane Fulton, His wife

now pending in said Court.

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

John J. Neubauer and Robert J. Neubauer

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact

Bond returned this 3rd day of May 1961
George T. Cromwell, Clerk

FILED

1961 MAY -3 AM 10:08

JOHN J. NEUBAUER
Solicitor
Keyser Buldir
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Dwelling Property

known as 808 Lynvue Drive, in the Fifth Election District of Anne Arundel County, Maryland Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. James Henry Fulton and Betty Jane Fulton, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

**Mon., May 29, 1961
at 4:00 o'clock P.M.**

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point on the northeast side of Lynvue Drive fifty feet wide distant one hundred ninety feet northwesterly measured along the said northeast side of said Lynvue Drive from the corner formed by the intersection of the said northeast side of said Lynvue Drive and the northwest side of Wanda Road fifty feet wide, said place of beginning being also at the southeast corner of Lot No. 28 Lindale Heights and running thence from said place of beginning binding on the said northeast side of said Lynvue Drive north fifty-four degrees forty-seven minutes west sixty feet to the southwest corner of said Lot No. 28; thence leaving the said northeast side of said Lynvue Drive at right angles thereto binding on the northwest outline of said Lot No. 28 and running north thirty-five degrees, thirteen minutes east one hundred and fifteen feet to the northwest corner of said Lot No. 28; thence south fifty-four degrees forty-seven minutes east sixty feet to the northeast corner of said Lot No. 28; thence binding on the southeast outline of said Lot No. 28 and running south thirty-five degrees thirteen minutes west one hundred fifteen feet, more or less, to the place of beginning.

No.

10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER

132

PAGE

346

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Trustee's Sale

James Henry Fulton

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 May, 1961. The first

insertion being made the 4th day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

MAY 31 PM 3:30

By H. Tilghman

BEING Lot No. 28 Lindale Heights and being improved by a split-level brick and frame asbestos shingled dwelling known as No. 808 Lynvue Drive.

SUBJECT to the payment of an annual ground rent of One Hundred and Twenty Dollars (\$120.00) payable in equal half-yearly installments on the 1st days of April and October, in each and every year.

The improvements consist of a one and one-half story brick and frame asbestos shingled dwelling, containing seven rooms and one bath, with forced warm air heat, gas fired. There is a car port attached to one side of the house.

The property is subject to the following:

(a) Agreement between The Belle Grove Corporation and Consolidated Gas, Electric Light and Power Company, dated August 25, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 779, folio 259, granting to the latter the right to construct, operate and maintain a pole line including the necessary appurtenances.

(b) Agreement between Belle Grove Corporation, et al, and the Anne Arundel County Sanitary Commission, dated September 15, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785, folio 445, granting to the latter sewer lines in the development of Lindale Heights.

(c) Deed from Queen Homes, Inc. to the State of Maryland for the use of the State Roads Commission, dated November 18, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 983, folio 406, granting to the latter in fee simple the bed of Wanda Road and U.S. Route No. 301 Alternate lying between the extreme right of way lines as shown on State Roads Commission Plat No. 14071, together with easement area for slopes, drainage, etc.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted to the date of sale.

A deposit of \$500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

John J. Neubauer and
Robert J. Neubauer
Trustees
Keyser Building
Baltimore 2, Md.
LE 9-3212

E. T. Newell & Co., Inc.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

LIBER 132 PAGE 347

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, New York
vs. Plaintiff

JAMES HENRY FULTON and
BETTY JANE FULTON, his wife
808 Lynvue Drive, Anne Arundel County, Md.
Defendants

CIRCUIT COURT

-FOR-
No. 14,344 Equity
~~XXXXXXXXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY, IN EQUITY
Anne Arundel County

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~ANNE ARUNDEL COUNTY~~

The Report of Sale of John J. Neubauer and Robert J. Neubauer - - - - -
Trustee-s appointed by the decree in the above entitled cause to make sale of leasehold
property known as 808 Lynvue Drive, Anne Arundel County, Maryland - - - - -

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

- - - - - a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for
more than three successive weeks preceding the day of sale, said Trustee-s did pursuant
to said notice on Monday the 29th day of May - - - - -, 1961,
at 4:00 o'clock, P.M., attend on the premises and then and there sold the leasehold
property to Metropolitan Life Insurance Company, New York 10, New York,
at and for the price of Twelve Thousand, Five Hundred and 00/100 Dollars
(\$12,500.00); it being the highest bidder therefor. Subject to the payment
of an annual ground rent of One Hundred Twenty and 00/100 Dollars (\$120.00),
payable in equal semi-annual installments on the 1st days of April and October,
in each and every year.

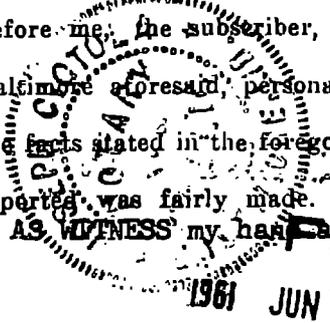
John J. Neubauer
John J. Neubauer - Trustee
Robert J. Neubauer
Robert J. Neubauer - Trustee

State of Maryland, ~~XXXXXXXXXXXXXXXXXXXX~~ CITY OF BALTIMORE, to wit:

I Hereby Certify, that on this 31st day May, 19 61.
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City
of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer
Trustee-s 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.

Joseph S. Suter
Notary Public



FILED
1961 JUN -1 AM 9:17

ORDER NISI

LIBER 132 PAGE 349
IN THE

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

JAMES HENRY FULTON and

BETTY JANE FULTON, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,344

Equity

Ordered, this 1st day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

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

The report states that the amount of sale was \$ 12,500.00

FILED June 1 AM 9:17

True Copy,

George T. Cromwell

Clerk.

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

JAMES HENRY FULTON and

BETTY JANE FULTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of July, 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.

U. Bruce Onshott

JUDGE.

FILED

1961 JUL 11 PM 4:24

12

Maryland Gazette

LIBER 132 PAGE 350

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,344 Equity

Metropolitan Life Insurance Com-
pany, Assignee

versus

JAMES HENRY FULTON and
BETTY JANE FULTON, his wife

Ordered, this 1st day of June,
1961, That the sale of the Prop-
erty in these proceedings men-
tioned, made and reported by
John J. Neubauer and Robert J.
Neubauer, Trustees BE RATI-
FIED 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.

The report states that the
amount of sale was \$12,500.00.

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 Sale

Eq 14,344

James Henry Fulton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 10th

day of July, 1961. The first

insertion being made the 8th day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2151-1961 JUL -3 PM 3:55

By H. Tilghman

13

Metropolitan Life Insurance Company, Assignee vs. James Henry
Fulton and Betty Jane Fulton, his wife

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	407	58	457	58
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	124	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Baltimore Sun - advertising sale	13	20		
U.S. Fidelity & Guaranty Co.-bond premium	28	00		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
Federal Lien Judgment Reports	3	00		
Clerk of Court - entering case to use of VA	1	75		
One-half Federal documentary stamps	6	88		
One-half State documentary stamps	13	75		
Notary fees	1	00	253	82
To Trustees for Ground Rent, viz:				
Semi-annual ground rent of \$60.00 due 10/1/61 - 1 month 29 days	19	67	19	67
To Metropolitan Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	11,947	48	11,947	48
			12,739	05
Amount of mortgage claim filed	13,483	39		
Interest @ 4 1/2% on principal balance from 5/15/61 to 8/29/61 - 106 days @ \$1.65	174	90		
	13,658	29		
Cr. Amount allowed above	11,947	48		
Balance subject to decree in personam	1,710	81		

with

John J. Neubauer and Robert J. Neubauer, Trustees

Cr.

1961				
May	29	Proceeds of Sale	12,500 00	
		Interest on deferred payment of \$12,000.00 - 1 month 13 days	86 00	12,586 00
		Refund 1961 State and County taxes - 7 months 1 day	153 05	153 05
				12,739 05

14.

ORDER NISI

Metropolitan Life Insurance
Company, Assignee

VERSUS

James Henry Fulton
and

Betty Jane Fulton, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,344

Equity.

1961 JUL 31 PM 12:51

ORDERED, This 31st day of July, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of September, 1961, that the foregoing 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

O. Boni Duckett

1961 SEP -6 PM 2:21

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 355

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
No. 14,344 Equity
Metropolitan Life Insurance Com-
pany, Assignee

versus

JAMES HENRY FULTON and
BETTY JANE FULTON, his wife

Ordered, this 31st day of July,
1961, That the Report and Ac-
count of the Auditor, filed this day
in the above entitled cause BE
RATIFIED AND CONFIRMED,
unless cause to the contrary
thereof be shown on or before
the 5th day of September next:
Provided, a copy of this Order
be inserted in some newspaper
published in Anne Arundel Coun-
ty, once in each of three suc-
cessive weeks before the 5th day
of September next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-17

1961

AUG 30 PM 1:56

FILED

No. M. G. 22716

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed

Order Nisi - Met. Ins. - Ex 14-344

James Henry Fulton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 5th

day of September, 1961. The first

insertion being made the 22nd

day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By *Thomas Tate*

PETITION FOR FORECLOSURE

LIBER 132 PAGE 356

IN THE

CIRCUIT COURT

FOR
~~OF~~X

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

THE AUGUSTA BUILDING AND LOAN

ASSOCIATION, INC., Assignee

VS.

WALTER R. WARNER and

MARGARET L. WARNER, his wife

No. 14,322 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 4th day of March A. D. 1959 the defendant executed and delivered to James W. Rouse & Company, Incorporated

a mortgage upon certain fee simple property in ^{Anne Arundel County} ~~the City of Baltimore~~, therein described, ~~to~~ and Chattels to secure the payment of the mortgage debt of \$ 10,500.00 and interest as therein mentioned,

wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage;

all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as and Long Assignment, "Petitioner's Exhibit No. 2"; part of this petition, and owing to a breach of the covenants therein said mortgage is now in default.

(Short Assignment to Allied Building Credits, Inc., dated March 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1279, folio 203, Assignment to The Augusta Building and Loan Association, Inc. dated December 16, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1360, folio 564.)

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 C. Rogers
LEE BLDG. ANNAPOLIS, MD.

WILLIAM C. ROGERS Attorney for Plaintiff
113 E. Baltimore Street
Baltimore 2, Maryland
SA 7- 4456

FILED
1961 APR -8 AM 11:54

PETITIONER'S EXHIBIT NO. 1

#5201

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 4th day of March, A. D. 19 59, by and between WALTER R. WARNER and MARGARET I. WARNER, His Wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~ is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten Thousand Five Hundred and 00/100-----Dollars (\$10,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & three-quarter per centum (4-3/4 %) per annum until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-Four and 78/100-----Dollars (\$ 54.78), commencing on the first day of April, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 19 89. 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 3 in Block 17 as shown of Plat of "Harundale" Section 2, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1309 Tarrant Road.

BEING the same lot of ground in a Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Byrne Communities, Inc. unto the Mortgagors herein.

FILED

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, heater, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm window, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may at its option, declare all sums secured by this mortgage due and payable.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **IN FEE SIMPLE FOREVER.**

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

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

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items 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 sixty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Joseph H. Young**, 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 \$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 [SEAL] WILLIAM G. KEARNEY
Margaret I. Warner [SEAL] MARGARET I. WARNER
[SEAL]
[SEAL]

STATE OF MARYLAND,

to wit:

BOOK 1279 PAGE 203

I HEREBY CERTIFY, That on this 4th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter R. Warner and Margaret I. Warner, His Wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

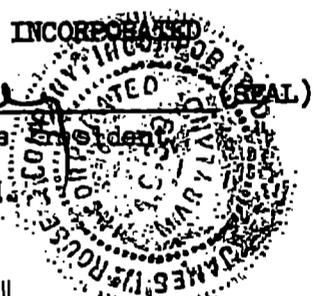
Recorded Mar. 11, 1959 at 12:44 P. M.
FOR VALUE RECEIVED AND WITHOUT RECOURSE, JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within and foregoing Mortgage and the debt secured thereby unto ALLIED BUILDING CREDITS, INC., its successors or assigns. As witness the corporate seal of said body corporate, Assignor by the hand of its thereof, this 4th day of March, 1959.

William G. Kearney [SEAL] WILLIAM G. KEARNEY, Notary Public

WITNESS: Thelma K. Fleming
Thelma K. Fleming

JAMES W. ROUSE & COMPANY, INCORPORATED
BY C. G. Carey [SEAL] C. G. Carey, Vice President

Rec'd for record Mar 11, 1959, at 12:44 P.M.
Mailed to Harvey & Dixon



ANNE ARUNDEL COUNTY--#5201
2 K
STATE OF MARYLAND
CHATTEL INDEX

Mortgage
1959 MAR 11
RECORDED IN LIBER GTC
NO 1279 FOLIO 23
REG. T. CHAMWELL, CLERK

JAMES W. ROUSE & COMPANY,
INCORPORATED SHORT ASSIGNED TO
ALLIED BUILDING CREDITS, INC.

INDEXED IN CHATTELS

Received for Record in LIBER 132 MAR 3 1959
1959 at 12:44 P.M. clock
Same day recorded in Liber 132
one of the Land Records of
ANN ARUNDEL COUNTY
1959
applied and retained per
Clerk.

Cost of Record, \$
U. S. GOVERNMENT PRINTING OFFICE: 1957-O-427739
GARVEY & DIXON - Attorneys at Law
210 N. CALVERT STREET
BALTIMORE 2, MARYLAND
1959

THIS ASSIGNMENT OF MORTGAGE, Made this 16th day of December in the year one thousand nine hundred and fifty-nine by ALLIED BUILDING CREDITS, INC., a body corporate of the State of Delaware.

WITNESSETH, That in consideration of the sum of One Hundred Dollars, receipt of which is hereby acknowledged, and other good and valuable considerations, the said ALLIED BUILDING CREDITS, INC., a body corporate, doth hereby grant and assign unto THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC. a body corporate of the State of Maryland, its successors and assigns, all of its right, title, and interest in and to the following described mortgages:

MORTGAGE from TOMMY ROBINETTE, JR. and LORETTA M. ROBINETTE, his wife to JAMES W. ROUSE and CO. INC., dated January 7, 1959 and recorded among the Land Records of Anne Arundel County, Maryland, on January 21, 1959 in Liber 1268, folio 131. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on January 7, 1959 and recorded in Liber 1268, folio 135. This mortgage pertains to property known as 1314 Howard Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from RAYMOND LEWIS SNYDER, JR. and SANDRA A. SNYDER, his wife to JAMES W. ROUSE and CO. INC., dated February 13, 1959 and recorded among the Land Records of Anne Arundel County, Maryland, on February 21, 1959 in Liber 1275, folio 245. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on February 13, 1959 and recorded in Liber 1275, folio 249. This mortgage pertains to property known as 1319 Howard Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from RAY L. McALISTER and BEVERLY R. McALISTER, his wife to JAMES W. ROUSE and CO. INC., dated November 10, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on November 19, 1958 in Liber 1253, folio 180. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on November 10, 1958 and recorded in Liber 1253, folio 184. This mortgage pertains to property known as 1320 Howard road, Harundale, Glen Burnie, Maryland.

MORTGAGE from STANLEY EUGENE LEFTFORD and VINCENTA D. LEFTFORD, his wife to JAMES W. ROUSE and CO. INC., dated December 18, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on January 2, 1959 in Liber 1265, folio 74. said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 18, 1958 and recorded in Liber 1265, folio 78. This mortgage pertains to property known as 1331 Howard road, Harundale, Glen Burnie, Maryland.

FILED

1961 APR -8 AM 11:53

MORTGAGE from THOMAS JOSEPH ASHTON and ERNA M. ASHTON, his wife to JAMES W. ROUSE and CO. INC., dated January 5, 1959 and recorded among the Land Records of Anne Arundel County, Maryland, on February 2, 1959 in Liber 1270, folio 398. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on January 5, 1959 and recorded in Liber 1270, folio 402. This mortgage pertains to property known as 1336 Howard Road, Harundale, Glen Burnie, Maryland.

CONFIRMATORY MORTGAGE from THOMAS JOSEPH ASHTON and ERNA M. ASHTON, his wife to JAMES W. ROUSE & COMPANY, INCORPORATED and ALLIED BUILDING CREDITS, INC. dated February 26, 1959 and recorded among the Land Records of Anne Arundel County on April 9, 1959, in Liber GTC 1286, folio 154.

MORTGAGE from PAUL RICHARDSON MELLOR and CATHERINE J. MELLOR, his wife to JAMES W. ROUSE and CO. INC., dated February 25, 1959 and recorded among the Land Records of Anne Arundel County, Maryland, on March 11, 1959 in Liber 1279, folio 218. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on February 25, 1959 and recorded in Liber 1279, folio 222. This mortgage pertains to property known as 1307 Tarrant Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from WALTER R. WARMER and MARGARET I. WARMER, his wife to JAMES W. ROUSE and CO. INC., dated March 4, 1959 and recorded among the Land Records of Anne Arundel County, Maryland on March 11, 1959 in Liber 1279, folio 199. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on March 4, 1959 and recorded in Liber 1279, folio 203. This mortgage pertains to property known as 1309 Tarrant Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from ROBERT JERROLD CLARK and LORRAINE M. CLARK, his wife to JAMES W. ROUSE and CO. INC., dated January 22, 1959 and recorded among the Land Records of Anne Arundel County, Maryland, on February 2, 1959 in Liber 1270, folio 440. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on January 22, 1959 and recorded in Liber 1270, folio 444. This mortgage pertains to property known as 1320 Tarrant Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from EDWARD LeROY HOLMES and PEGGY M. HOLMES, his wife to JAMES W. ROUSE and CO. INC., dated January 9, 1959 and recorded among the Land Records of Anne Arundel County, Maryland on January 21, 1959 in Liber 1268, folio 138. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on January 9, 1959 and recorded in Liber 1268, folio 142. This mortgage pertains to property known as 1509 Jupp Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from WILLARD J. MANK and MURIEL A. MANK, his wife to JAMES W. ROUSE and CO. INC., dated March 12, 1959 and recorded among the Land Records of Anne Arundel County, Maryland on April 9, 1959 in Liber 1286, folio 171. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on March 12, 1959 and recorded in Liber 1286, folio 175. This mortgage pertains to property known as 1520 Jupp Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from JOHN L. HESS and ELAINE W. HESS, his wife to JAMES W. ROUSE and CO. INC., dated December 30, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on January 21, 1959 in Liber 1268, folio 108. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 30, 1958 and recorded in Liber 1268, folio 112. This mortgage pertains to property known as 1606 Kimber Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from RONALD JACKSON HATHAWAY and MARY K. HATHAWAY, his wife to JAMES W. ROUSE and CO. INC., dated December 18, 1958 and recorded among the Land Records of Anne Arundel County, Maryland on January 2, 1959 in Liber 1265, folio 95. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 18, 1958 and recorded in Liber 1265, folio 99. This mortgage pertains to property known as 1246 Guilford Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from JAMES LAWRENCE HALL and MILDRED P. HALL, his wife to JAMES W. ROUSE and CO. INC., dated December 22, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on January 2, 1959 in Liber 1265, folio 102. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 22, 1958 and recorded in Liber 1265, folio 106, said short-assignment bearing the incorrect date of December 9, 1959. This mortgage pertains to property known as 1019 Thomas Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from CHESTER IVARS and LUCILLE I. IVARS, his wife to JAMES W. ROUSE and CO. INC., dated November 17, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on November 19, 1958 in Liber 1253, folio 173. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on November 17, 1958 and recorded in Liber 1253, folio 177. This mortgage pertains to property known as 1022 Thomas Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from LAWRENCE LEONARD BUCHHEIT, J. to JAMES W. ROUSE and CO. INC., dated December 22, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on January 2, 1959 in Liber 1265, folio 81. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 22, 1958 and recorded in Liber 1265, folio 85. This mortgage pertains to property known as 1500 Eastway, Harundale, Glen Burnie, Maryland.

MORTGAGE from ROY ELLWOOD DUNCAN and ALICE R. DUNCAN, his wife to JAMES W. ROUSE and CO. INC., dated December 9, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on December 24, 1958 in Liber 1262, folio 432. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 9, 1958 and recorded in Liber 1262, folio 435. This mortgage pertains to property known as 1508 Eastway, Harundale, Glen Burnie, Maryland.

MORTGAGE from EUGENE LARSON FORD and JOHN V. FORD, his wife to JAMES W. ROUSE and CO. INC., dated December 18, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on January 2, 1959 in Liber 1265, folio 67. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 18, 1958 and recorded in Liber 1265, folio 71. This mortgage pertains to property known as 1403 Isted Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from ELLIOTT M. TYLER and AUDREY A. TYLER, his wife to JAMES W. ROUSE and CO. INC., dated December 4, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on December 24, 1958 in Liber 1262, folio 425. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 4, 1958 and recorded in Liber 1262, folio 429. This mortgage pertains to property known as 1409 Isted Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from CHARLES L. OMOHUNDRO and MARGERY K. OMOHUNDRO, his wife to JAMES W. ROUSE and CO. INC., dated December 30, 1958 and recorded among the Land Records of Anne Arundel County, Maryland on January 21, 1959 in Liber 1268, folio 145. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 30, 1958 and recorded in Liber 1268, folio 149. This mortgage pertains to property known as 1421 Isted Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from JAMES HENRY ROBERTS, JR. and EVELYN L. ROBERTS, his wife to JAMES W. ROUSE and CO. INC., dated January 16, 1959 and recorded among the Land Records of Anne Arundel County, Maryland, on February 2, 1959 in Liber 1270, folio 412. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on January 16, 1959 and recorded in Liber 1270, folio 416. This mortgage pertains to property known as 1425 Isted Road, Harundale, Glen Burnie, Maryland.

MORTGAGE from KENNEDY BURNS GARDNER and VEVA L. GARDNER, his wife to JAMES W. ROUSE and CO. INC., dated December 18, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, on January 2, 1959 in Liber 1265, folio 88. Said mortgage having been short-assigned to ALLIED BUILDING CREDITS, INC., on December 18, 1958 and recorded in Liber 1265, folio 92. This mortgage pertains to property known as 1427 Isted Road, Harundale, Glen Burnie, Maryland.

AS WITNESS the corporate seal of ALLIED BUILDING CREDITS, INC., and the signature of J. W. WAKEFIELD, Vice-President, duly authorized, attested, the day and year first above mentioned.

ATTEST:

[Signature]
D. W. BUSH Secretary
[Signature]
J. W. WAKEFIELD Vice-President



STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, to wit:

I HEREBY CERTIFY, That on this 23rd day of December in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of California, in and for the County of Los Angeles aforesaid, personally appeared J. W. Wakefield Vice-President of ALLIED BUILDING CREDITS, INC.; and he acknowledged the foregoing Assignment of Mortgages to be the act of said body corporate.

[Signature]
Notary Public

My commission expires:

ATTACHED CERTIFICATION OF AUTHORITY



Rec'd for record Dec. 29, 1959 29:48A
Mailed to Security Title Guarantee Corp.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Assignment of Mortgage.....is truly taken and copied from Liber G.T.C. No. 1360..... folio 564..... 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 22nd. day of March A. D. 1961



[Signature]
George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

STATEMENT OF MORTGAG CLAIM

THE AUGUSTA BUILDING AND LOAN
 ASSOCIATION, INC., Assignee
 vs.
 WALTER R. WARNER and
 MARGARET I. WARNER, his wife

IN THE
CIRCUIT COURT

FOR
~~INDEX~~
 ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~

No. 14,322 Equity

LIBER 132 PAGE 366

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc., Assignee under the mortgage from Walter R. Warner and Margaret I. Warner, his wife to James W. Rouse & Company, Incorporated dated March 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1279, folio 199. (Assignment to Allied Building Credits, Inc., dated March 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1279, folio 203, Assignment to The Augusta Building and Loan Association, Inc. dated December 16, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1360, folio 564.)

April 3, 1961

Walter R. Warner & wife 1309 Tarrant Road Anne Arundel County, Maryland	Original Loan	\$10,500.00
	<u>Expenses:</u>	
	Interest	\$990.14
	Taxes	127.94
	Sewerage	53.05
	Insurance	51.74
	Maintenance	37.14
		<u>1,260.01</u>
		\$11,760.01
	<u>Less:</u>	
	Payments	\$ 1,578.74
	Balance Due	<u>\$10,181.27</u>

THE AUGUSTA BUILDING AND LOAN
 ASSOCIATION, INC.

BY: *Arthur G. Bush*
 ARTHUR G. BUSH, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ^{3rd} day of APRIL 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
 Arthur G. Bush, Vice President of The Augusta Building
 and Loan Association, Inc.

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



FILED

1961 APR -8 AM 11:54

As witness my hand and Notarial Seal,

Herbert C. Moore
 HERBERT C. Notary Public. MOORE

DECREE FOR SALE OF MORTGAGE PREMISES

THE AUGUSTA BUILDING AND LOAN
ASSOCIATION, INC., Assignee
vs.
WALTER R. WARNER and
MARGARET I. WARNER, his wife

IN THE
CIRCUIT COURT
FOR
~~JOEY~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

No. 14322 Equity

LIBER 132 PAGE 367

TERM, 19.....

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

It is, Thereupon, This 10th day of April, in the year 1961 for Anne Arundel/ ~~Baltimore City~~ County, ~~Count~~
nineteen hundred and sixty-one, by the Circuit Court ~~of Baltimore City~~,
ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers,
be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ELEVEN THOUSAND Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~the City of Baltimore~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and/ ^{assigns} the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans
Judge

FILED

1961 APR 10 PM 2:06

12

THE AUGUSTA BUILDING AND LOAN : IN THE
ASSOCIATION, INC., Assignee : CIRCUIT COURT
vs. : FOR
WALTER R. WARNER and : ANNE ARUNDEL COUNTY
MARGARET I. WARNER, his wife :

: : : : : :

O R D E R

UPON the foregoing Petition and Affidavit it is ORDERED by the Circuit Court for Anne Arundel County this 11th day of May, 1961 that William C. Rogers be relieved as Trustee in the above entitled case and that William C. Rogers, Jr. be substituted as Trustee with the same rights and privileges and under the same conditions as are set out in this cause, upon his filing with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety or sureties approved by this Court or the Clerk thereof in the sum of Eleven Thousand Dollars (\$11,000.00) as provided by the Decree in this cause.

W. Bruce Smith

Judge

FILED

1961 MAY 12 PM 1:13

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

LIBER 132 PAGE 371

THE AUGUSTA BUILDING AND LOAN
ASSOCIATION, INC., Assignee
vs.
WALTER R. WARNER and
MARGARET I. WARNER, his wife

IN THE
CIRCUIT COURT
FOR
~~OF~~
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket 19 Folio 327
No 14,322 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appearedArthur G. Bush, Vice President of...
The Augusta Building and Loan Association.....

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

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

are

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

have

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

are

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

Arthur G. Bush
ARTHUR G. BUSH, Affiant. Vice President
THE AUGUSTA BUILDING AND LOAN ASSOCIATION,
I. C.

Subscribed and sworn to before me

this 23rd day of MAY 1961.

[Signature]
Notary Public

FILED

1961 MAY 26 AM 9:48

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 132 PAGE 372

No. 14,322 Equity

LIBER 11 PAGE 10

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, Jr., 113 E. Baltimore St., Baltimore 2, Md. and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and 00/100 (\$11,000.00) - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of May

in the year of our Lord one thousand nine hundred and sixty-one,

WHEREAS, the above bounden William C. Rogers, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed ^{Substituted} Trustee to sell certain property

mentioned in the proceedings in the case of The Augusta Building and Loan Association, Inc., Assignee

vs:

Walter R. Warner and Margaret I. Warner, his wife

now pending in said Court:

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

William C. Rogers, Jr.

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore AS F. William C. Rogers, Jr. (SEAL)
HERBERT C. MOORE William C. Rogers, Jr.

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Diane E. Anthony
Diane E. Anthony As to Surety

By Joseph C. McHugh
Joseph C. McHugh Attorney



FILED

1961 MAY 26 AM 9:49

Bond approved this 26 day of May 1961
George T. Cromwell Clerk

REPORT OF SALE

LIBER 132 PAGE 373
IN THE

THE AUGUSTA BUILDING AND LOAN

ASSOCIATION, INC., Assignee

vs.

WALTER R. WARNER and

MARGARET I. WARNER, his wife

CIRCUIT COURT

FOR

~~OK~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

70,14,322 Equity

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

The Report of Sale of William C. Rogers, Jr., Substituted

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

1309 Tarrant Road

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

a daily newspaper published in ^{Anne Arundel County} ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said ^{Substituted} ~~Trustee~~ William C. Rogers, Jr. did pursuant to said notice on Saturday the 27th day of May 1961 at 10:00 o'clock A.M. attend on the premises and then and there sold the said fee-simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto The Augusta Building and Loan Association, Inc. at and for the sum of \$10,000.00 which price was the highest amount bid for the property.

+
ADV

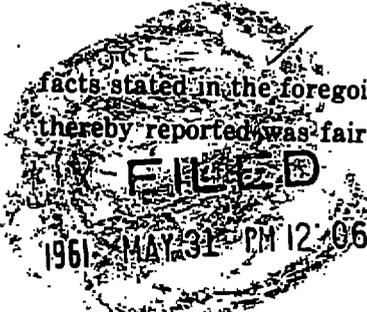
William C. Rogers, Jr.
WILLIAM C. ROGERS, Jr., Trustee
Substituted

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 29th day of May 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 C. Rogers, Jr., Substituted

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,



John M. ...
Notary Public.

Legal Notice

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

**Trustee's
Sale
OF VALUABLE
IMPROVED FEE
SIMPLE PROPERTY**

1309 TARRANT ROAD
HARUNDALE

By virtue of a decree of the Circuit Court of Anne Arundel County (Equity No. 14,322, Augusta Building and Loan Association, Inc. Assignee vs. Walter R. Warner and Margaret D. Warner, his wife) the undersigned Trustee will sell at public auction, on the premises, on

**SATURDAY,
MAY 27, 1961
at 10:00 A.M.**

All that lot of ground and improvements thereon in the 5th Election District of Anne Arundel County, State of Maryland, described as follows:

Being Lot No. (3) in Block No. (17) as shown on Plat of Harundale, Section 2, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22; the improvements thereon being known as No. 1309 Tarrant Road; subject to restrictive covenants and utility agreements of record, affecting the property.

IMPROVED by one-story frame and metal bungalow; 5 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, Trustee
Rogers Building
113 E. Baltimore Street
Baltimore, Md.
ROBERT H. CAMPBELL
Auctioneer M-26

ORDER NISI

LIBER 132 PAGE 375

THE AUGUSTA BUILDING AND LOAN
ASSOCIATION, INC., Assignee
versus
WALTER R. WARNER and
MARGARET I. WARNER, his wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 14,322 Equity

Ordered, this 31st day of May, 19 61, That the sale of the
Property in these proceedings mentioned
made and reported by William C. Rogers, Jr., Substituted Trustee

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.

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

Filed May 31, 1961
True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

THE AUGUSTA BUILDING AND LOAN
ASSOCIATION, INC., Assignee
versus
WALTER R. WARNER and
MARGARET I. WARNER, his wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of July, 19 61
that the sale made and reported by the substituted aforesaid, be and the same is hereby finally Ratified and
Trustee Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the substituted allowed the usual commissions and such
Trustee proper expenses as he shall produce vouchers for the Auditor.

O. Boni Durbett
JUDGE.

FILED

1961 JUL 11 PM 4:25

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

**Trustee's
Sale
OF VALUABLE
IMPROVED FEE
SIMPLE PROPERTY**

1309 TARRANT ROAD
HARUNDALE

By virtue of a decree of the Circuit Court of Anne Arundel County (Equity No. 14,322, Augusta Building and Loan Association, Inc. Assignee vs. Walter R. Warner and Margaret I. Warner, his wife) the undersigned Trustee will sell at public auction, on the premises, on

**SATURDAY,
MAY 27, 1961
at 10:00 A.M.**

All that lot of ground and improvements thereon in the 5th Election District of Anne Arundel County, State of Maryland, described as follows:

Being Lot No. (3) in Block No. (17) as shown on Plat of Harundale, Section 2, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22; the improvements thereon being known as No. 1309 Tarrant Road; subject to restrictive covenants and utility agreements of record, affecting the property.

IMPROVED by one-story frame and metal bungalow; 5 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, Trustee
Rogers Building
113 E. Baltimore Street
Baltimore, Md.
ROBERT H. CAMPBELL
Auctioneer

No. M. G. 211-7-02-1961

20

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *June 6*, 19*61*

We hereby certify, that the annexed

Trustee's Sale

Walter R. Warner

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 *27th*

day of *May*, 19*61*. The first

insertion being made the *5th* day of

May, 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUN -8 AM 11:53

H. Tilghman

LIBER 132 PAGE 376

OFFICE

Maryland Gazette

LIBER 132 PAGE 377

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,322 Equity
THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., Assignee

versus

WALTER R. WARNER and MARGARET I. WARNER, his wife.

Ordered, this 31st day of May, 1961, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Jr., Substituted Trustee, 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.

The report states that the amount of sale was \$10,000.00.
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 - Case No. 14,322

Walter R. Warner

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 11th

day of July, 1961. The first

insertion being made the 11th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21511 1961 JUL -3 PM 3:55 By James H. [Signature]

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

TRUSTEE'S SALE

OF VALUABLE IMPROVED

Fee Simple Property

1309 TARRANT ROAD, HARUNDALE

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity No. 14,322, Augusta Building and Loan Association, Inc., Assignee vs. Walter R. Warner and Margaret I. Warner, his wife) the undersigned Trustee will sell at public auction, on the premises on

SATURDAY, MAY 27, 1961

at 10:00 A.M.

All that lot of ground and improvements thereon in the 5th Election District of Anne Arundel County, State of Maryland, described as follows:

Being Lot No. (3) in Block No. (17) as shown on Plat of Harundale, Section 2, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22; the improvements thereon being known as No. 1309 Tarrant Road; subject to restrictive covenants and utility agreements of record, affecting the property.

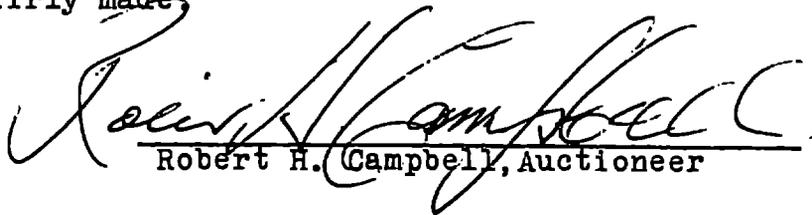
IMPROVED by one-story frame and metal bungalow; 5 rooms and bath.

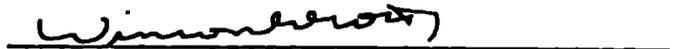
TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes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

WILLIAM C. ROGERS, Trustee
Rogers Building
113 E. Baltimore Street
Baltimore, Md.

FILED
1961 JUL 1 PM 2:32

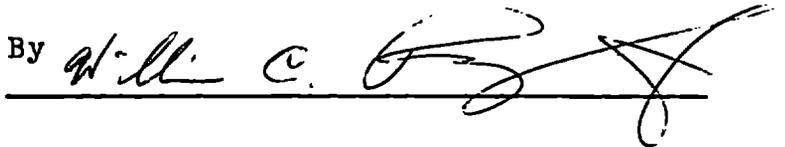
We hereby certify that on this 27th day of May, 1961, the within described property was sold to Augusta Building and Loan Association, Inc. at and for the sum of Ten Thousand Dollars (\$10,000.00), it being at that figure the highest bidder therefor; and that said sale was fairly made.


Robert H. Campbell, Auctioneer


Winson G. Gott, Jr., Attorney

I hereby certify that Augusta Building and Loan Association, Inc. on the 27th day of May, 1961, purchased the within described property from William C. Rogers, Jr., Substituted Trustee, at and for the sum of Ten Thousand Dollars (\$10,000) and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

AUGUSTA BUILDING AND LOAN ASSOCIATION INC.

By 

FILED
1961 JUL 11 PM 2:32

Dr.

The Augusta Building and Loan Association, Inc., Assignee vs. Walter R. Warner and Margaret I. Warner, his wife

in ac.

To Trustee for Fee, viz:	105	00		
To Trustee for Commissions, viz:	332	14	437	14
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	25		
Auditor - stating this account	13	50	54	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	15		
Fidelity & Deposit Co. of Md. - bond premium	22	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Herbert C. Moore - notary fees	1	50	186	15
To The Augusta Building & Loan Ass'n, Inc., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	9,470	27	9,470	27
			10,148	31
Amount of mortgage claim filed	10,181	27		
Interest thereon @ 4-3/4% from 4/3/61 to 8/29/61 - 4 months 26 days	196	13		
	10,377	40		
Cr. Amount allowed above	9,470	27		
Balance subject to decree in personam	907	13		

with

.William C. Rogers, Jr., Substituted Trustee

Cr.

1961				
May	27	Proceeds of Sale	10,000	00
		Interest on deferred payment of \$9,500.00 - 1 month 15 days	71	20
				10,071 20
		Refund 1961 State and County taxes 7 months 3 days	77	11
				77 11
				10,148 31

26

ORDER NISI

LIBER 132 PAGE 383

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

The Augusta Building and Loan
Association, Inc., Assignee
VERSUS
Walter R. Warner
and
Margaret I. Warner, his wife

No. 14,322

Equity.

1961 JUL 26 AM 10:59

FILED

ORDERED, This 26th day of July, 1961, That the

Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of September, 1961, that the foregoing 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 SEP -6 PM 2:51

D. Boni Duckett

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1961

We hereby certify, that the annexed

Order for - Ann. Court Eq 14327

Walter R. Warner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 5th

day of September, 1961. The first

insertion being made the 3rd day of

August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Thomas Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14.322 Equity

The Augusta Building and Loan
Association, Inc., Assignee

versus

WALTER R. WARNER and
MARGARET I. WARNER, his
wife

Ordered, this 26th day of July
1961, That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
thereof be shown on or before
the 5th day of September, next.
Provided, a copy of this Order
be inserted in some newspaper
published in Anne Arundel Coun-
ty, once in each of three suc-
cessive weeks before the 5th day
of September next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:

GEORGE T. CROMWELL, Clerk
A-17

1961

AUG 30 PM 1:56

FILED

No. M. C. 22705

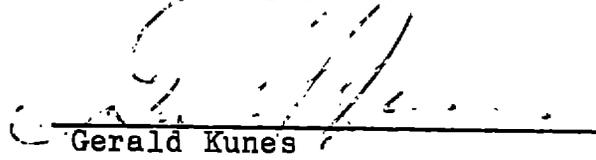
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Gerald Kunes, Attorney :
and Assignee named in :
Mortgage :
vs. :
John A. Reid and :
Minnie C. Reid, his wife :
:

Equity # 14,618

Mr. Clerk:

Please docket the above-entitled proceedings to
foreclose mortgage, and file original mortgage as Exhibit No. 1.



Gerald Kunes
Attorney named in the Mortgage
and Assignee

FILED
1950 OCT -6 AM 9:15

THIS THIRD MORTGAGE, Made this 15th day of August in the year nineteen hundred and sixty, by and between JOHN A. REID and MINNIE C. REID, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and GUIL BARBER, Mortgagee, of the second part.

WHEREAS, the Mortgagors have this day borrowed of the said Mortgagee, the full and just principal sum of Twelve Thousand Dollars (\$ 12,000.00), to be repaid with interest on said principal sum or the unpaid balance thereof at the rate of six per centum (6%) per annum, to better secure the payment of which sum with interest ^{these presents are executed} thereon to be paid by instalments and in the following manner, that is to say: By payments in the amount of One Hundred and Thirty Three Dollars and twenty -three cents, to be paid monthly on the first day of each and every month after date; each instalment, when so paid to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal. And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable. And it is further agreed that the waiver of any one or more defaults shall not effect the right to mature the debt at any subsequent default. The parties of the first part have the privilege of making larger payments in any amount in order to accelerate said mortgage without penalty.

IT is expressly agreed that the total amount of this mortgage less payments made hereunder shall be due and payable unto the party of the second part no later than three (3) years from the date of the execution of this instrument.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar (\$ 1.00), the said John A. Reid and Minnie C. Reid, his wife, do grant and convey unto Guil Barber, his successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Fourth Election District, Anne Arundel County aforesaid, and described as follows, to wit:

FIRST PARCEL: Beginning for the same at the corner formed by the intersection of a roadway running through the westerly part of the land owned formerly by Charles Schmier and the Camp Meade Road, said corner or point being the northwesterly corner of the land hereby conveyed; and running from thence easterly along the said Camp Meade Road 480 feet; thence southerly 515 feet; thence westerly 580

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1960 OCT -6 AM 9:19

MC STAMPS REID, REID

feet to point on the roadway herein first mentioned; and thence northerly along said roadway 334 feet to said Camp Meade Road, the place of beginning. SAVING AND EXCEPTING therefrom, however, the following described lot: Beginning for the same at an iron pipe on the Camp Meade Road, the place at the end of the first line of the description of the whole tract, southerly 170 feet to an iron pipe set in the second line of this deed; thence westerly and parallel to the Camp Meade Road. 184 feet to an iron pipe; thence northerly and parallel with the second line of this deed and the first line of this reservation, 170 feet to the Camp Meade Road, this line being 16 feet west of Concrete building thereon; thence easterly with the Camp Meade Road, 174 feet to the place of beginning, containing 29,580 square feet. Saving and excepting also so much of said land as was conveyed to the State of Maryland to the use of the State Roads Commission in Liber JHH 338 at folio 406.

Being the same lot or parcel of land which by deed dated March 8, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 892 at folio 234, was granted and conveyed by Lambert Mader and Owens Haynes to the within Mortgagors.

This mortgage as to the First Parcel is subject to the operation and effect of a first and second mortgage held by Guil Barber Properties, Inc. and recorded among the Land Records of Anne Arundel County, Maryland.

SECOND PARCEL: Beginning for the same at the end of the 2nd S. $50^{\circ} 53' 20''$ E. 326 feet line of Parcel One as laid down in that certain mortgage from the Grantees herein to Guil Barber Properties, Inc. dated June 17, 1957, recorded among the land records of Anne Arundel County in Liber 1127 at page 564, and running thence; (1) South $50^{\circ} 53' 20''$ East 170 feet to the southeast corner of that tract of land which the herein Grantor and the said Harry T. Henderson, her husband now deceased, obtained from J. Oliver Clark, Trustee, by deed dated July 19, 1939, (Liber 207, folio 206), thence; (2) South $56^{\circ} 19' 20''$ West 166.7 feet, more or less, along the extension of the 5th line of said Parcel One to the beginning of said 5th line, thence; (3) North $50^{\circ} 53' 20''$ West 123.74 feet reversely along and co-incident with the 4th line of said Parcel One, and thence; (4) North $39^{\circ} 06' 40''$ East 162.38 feet reversely along and co-incident with the 3rd line of said Parcel One to the place of the beginning:

CONTAINING .679 acres of land more or less, as assessed in the Office of

the Treasurer of said Anne Arundel County under index number 2476600.

Being the same lot or parcel of ground which by deed dated June 17, 1957 and recorded among said Land Records in Liber G.T.C. 1127 at folio 562 was granted by party of the first part unto Guil Barber Properties, Inc.

This mortgage as to the second parcel is subject to the operation and effect of a first and second mortgage held by Guil Barber Properties, Inc. and recorded among the Land Records of Anne Arundel County, Maryland.

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 Guil Barber, his successors and assigns, forever.

PROVIDED, that if the said John A. Reid and Minnie C. Reid, their assigns, the survivor of them, his or her heirs or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twelve Thousand Dollars (\$12,000) and all the instalments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or Gerald Kunes, the duly authorized Attorney or agent of the said Mortgagee, at any time after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or or under the existing law relating thereto. And upon any such sale, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Fifty Dollars (\$ 150.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of court; (2) to the payment of all claims of the said Mortgagees, their assigns hereunder whether the same shall have matured or not; (3) and the surplus to the said Mortgagors, their assigns their heirs, personal representatives or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their assigns, the survivor of

them, his or her heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of default and notice of sale as aforesaid, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to the foreclosure proceedings under the 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 commissions the said Mortgagors, their assigns and representatives do hereby covenant to pay, and the said Mortgagee, his successors or assigns, or Gerald Kunes, his agent and Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless prior to the day appointed therefor, legal tender be made of said principal costs, expenses and commission.

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

AND the said parties of the first part further agree to insure the improvements on the mortgaged property in the amount of at least Twelve Thousand Dollars (\$12,000.00) and to cause the policy to be effected thereon to be framed or endorsed as, in case of fire, to inure to the benefit of the Mortgagee, his successors or assigns, to the extent of its lien or claim hereunder.

WITNESS the hands and seals of the Mortgagors.

TEST:

[Handwritten signature]

John A. Reid (SEAL)
John A. Reid
Minnie C. Reid (SEAL)
Minnie C. Reid, his wife

STATE OF MARYLAND, Anne Arundel County, To wit:

I hereby certify that on this 15th day of August, 1960, before me a Notary Public of the County and State aforesaid, personally appeared John A. Reid and Minnie C. Reid, his wife, the Mortgagors named above and each acknowledged the foregoing Mortgage to be his and her act.

[Handwritten signature]
Gerald Kunes, Notary Public
MY COMMISSION EXPIRES MAY 1, 1961



BOOK 1415 PAGE 584

5

A

ASSIGNMENT

I hereby assign the within mortgage to Gerald Kunes,
for purposes of Foreclosure.

[Signature]
WITNESS R. J. WILBSTER

[Signature] (SEAL)
GUIL BARBER

[Signature]
GERALD KUNES - ATTY. AT LAW
150 WASH. BLVD., LAUREL, MD.

REC'D. FILED
IN
LAUREL COUNTY
AUG 17 PM 3:40
NO. 145 FOLIO 584
& RECORDED UNDER GYC
GEO. T. B. CHAMWELL, CLERK

GUIL BARBER

TO

REID

JOHN AND MANNIE

MORTGAGE

1941

RETURN TO:
GERALD KUNES
150 WASH. BLVD.
LAUREL, MD.



SEP 27 1941
& RECORDED UNDER GYC
NO. 145 FOLIO 584
GEO. T. B. CHAMWELL, CLERK

Gerald Kunes, Attorney
and Assignee named in Mortgage
vs.

132 390

County No 10000

John A. Reid and
Minnie G. Reid, his wife

STATEMENT OF MORTGAGEE'S CLAIM

The Statement of the Mortgagee's claim by Gerald Kunes, Assignee for the purposes of foreclosure under said mortgage from John A. Reid and Minnie C. Reid, his wife to Guil Barber dated August 15, 1960 and recorded among the land records of Anne Arundel County in Liber 1415, folio 580, and short assigned by Guil Barber unto Gerald Kunes Assignee at the foot of the mortgage shows as follows:

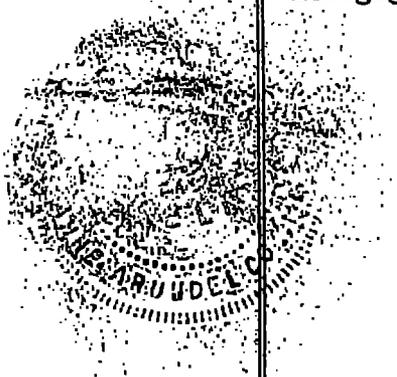
Principal amount	\$ 12,000.00
Interest from August 31, 1960	60.00
	<u>total \$ 12,060.00</u>


 Gerald Kunes, Assignee
 150 Washington Blvd.
 Laurel, Maryland
 Parkway 5-0300

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I hereby certify that upon this 3rd day of October, 1960, Before the subscriber, a Notary Public of the State of Maryland County aforesaid, personally appeared Gerald Kunes, Assignee of the Mortgage for foreclosure and also made in due form of Law the oath prescribed as to the matters and facts in this statement of mortgage claim are true and that the aforesaid is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.


 Charles J. Atas, Notary Public
 My commission expires May 1, 1961



FILED

1960 OCT -6 AM 9:19

GERALD KUNES
 Attorney
 180 Washington Boulevard
 Laurel, Maryland

Assignee's Sale

OF VALUABLE IMPROVED COMMERCIAL & RESIDENTIAL PROPERTY

By virtue of the power and authority contained in a certain mortgage from John A. Reid and Minnie C. Reid, his wife, to Guil Barber, dated August 15, 1960 and recorded among the Land Records of Anne Arundel County in Book 1415, page 580, the same having been assigned to Gerald Kunes, default having occurred in the terms and conditions thereof, the undersigned Assignee of the said mortgage will sell at public auction in front of the County Court House on

**MONDAY,
 NOVEMBER 14, 1960
 AT 11:00 O'CLOCK
 A.M.**

all that property in said mortgage described, the same lying and being in the Fourth Election District of Anne Arundel County and particularly described as follows:

FIRST PARCEL: Beginning for the same at the corner formed by the intersection of a roadway running through the westerly part of the land owned formerly by Charles Schmier and the Camp Meade Road, said corner or point being the northwesterly corner of the land hereby conveyed; and running from thence easterly along the said Camp Meade Road 480 feet; thence southerly 515 feet; thence westerly 580 feet to point on the roadway herein first mentioned; and thence northerly along said roadway 334 feet to said Camp Meade Road, the place of beginning. **SAVING AND EXCEPTING** therefrom, however, the following described lot: Beginning for the same at an iron pipe on the Camp Meade Road, the place at the end of the first line of the description of the whole tract, southerly 170 feet to an iron pipe set in the second line of this deed; thence westerly and parallel to the Camp Meade Road.

No

7

OFFICE (

Maryland Gazette

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

LIBER 132 PAGE 391

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14 1960

We hereby certify, that the annexed

Assignee's Sale

John A. Reid

Equity 14, 118

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 14th

day of November 1960. The first

insertion being made the 20th day of

October 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

184 feet to an iron pipe; thence northerly and parallel with the second line of this deed and the first line of this reservation, 170 feet to the Camp Meade Road, this line being 18 feet west of Concrete building thereon; thence easterly with the Camp Meade Road, 174 feet to the place of beginning, containing 29,580 square feet. Saving and excepting also so much of said land as was conveyed to the State of Maryland to use of the State Roads Commission in Liber JHH 338 at Folio 406.

LIBER 132 PAGE 392

SECOND PARCEL: Beginning for the same at the end of the 2nd S. 50 degrees 53' 20" E. 326 feet line of Parcel One as laid down in that certain mortgage from the Grantees herein to Gull Barber Properties, Inc. dated June 17, 1957, recorded among the Land Records of Anne Arundel County in Liber 1127 at page 564, and running thence: (1) South 50 degrees 53' 20" East 170 feet to the southeast corner of that tract of land which the herein Grantor and the said Harry T. Henderson, her husband now deceased, obtained from J. Oliver Clark, Trustee, by deed dated July 19, 1939. (Liber 207, Folio 206), thence; (2) South 56 degrees 19' 20" West 166.7 feet, more or less, along the extension of the 5th line of said Parcel One to the beginning of said 5th line, thence; (3) North 50 degrees 53' 20" West 123.74 feet reversely along and co-incident with the 4th line of said Parcel One, and thence; (4) North 39 degrees 06' 40" East 162.38 feet reversely along and co-incident with the 3rd line of said Parcel One to the place of the beginning.

CONTAINING: .679 acres of land more or less, as assessed in the Office of the Treasurer of said Anne Arundel County under Index number 2476600.

Said parcels are improved by a 1½ story frame dwelling, a 1 story concrete dwelling, and a 1 story cinder block sandwich shop.

The property will be sold subject to the balance due on a first mortgage to Gull Barber Properties, Inc. dated March 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber 1191, page 212; and subject to the balance due on a second mortgage to Gull Barber Properties, Inc. and assigned to Gull Barber on September 9, 1960 and recorded among the Land Records of Anne Arundel County in Liber 1127 page 567.

TERMS OF SALE: A deposit of \$3,000 cash or certified check or cashier's check will be required at the time of sale. The balance of the purchase price shall be paid in cash, with interest at the rate of 6 per cent per annum from the date of sale within ten days after final ratification of the sale by the Circuit Court for Anne Arundel County, otherwise the deposit herein required shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

Taxes and assessments, general and special, including water and front foot benefit charges and special area or ad valorem taxes, to be adjusted as of the date of sale and thereafter assumed by the purchaser.

The cost of conveyancing, title examination, State and Federal revenue stamps, and all other costs or charges incident to settlement are to be paid by the purchaser; interest on prior mortgages to be borne by the purchaser from the date of sale.

GERALD KUNES, Assignee
150 Washington Boulevard
Laurel, Maryland
Parkway 5-0300

n-10

GLOBE



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 14,018 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, **GERALD KUNES**

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 **THIRTEEN THOUSAND AND NO/100 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 **14th** day of **November**, 19**60**.

WHEREAS by virtue of a power of sale contained in a Mortgage from **John A. Reid and Minnie C. Reid, his wife** ----- to **Guil Barber** -----, bearing date on or about the **15th** day of **August** 19**60**, the said **Gerald Kunes** as Attorney and ~~is~~ Assignee, 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 **Gerald Kunes** as Attorney and ----- ~~is~~ Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

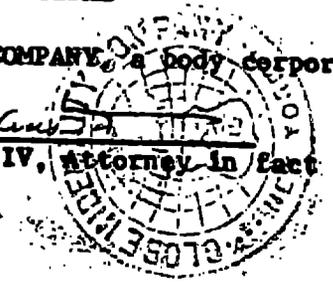
NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle
 Ethel M. Carle

Gerald Kunes (SEAL)
 Gerald Kunes PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporat
 By *John H. Hopkins, IV*
 John H. Hopkins, IV, Attorney in fact



Bond approved this 14th day of November 1960 1960 11:14 AM '60

George T. Cromwell, Clerk

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

LIBER 132 PAGE 394



EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

LIBER 10 PAGE 434

Equity #14,018

Bond No. 337425

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Gerald Kunes, 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 Five Thousand Five Hundred Dollars (\$5,500.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, in a cause in the Circuit Court for Anne Arundel County entitled Gerald Kunes, Assignee, vs. John A. Reid and Minnie C. Reid, his wife, #14,018 Equity, the said Gerald Kunes, Assignee was authorized to make sale of the property described in said proceedings and the said Gerald Kunes has executed said power and made sale of the property described in said proceedings.

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

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

WITNESS:

Edward M. Carle

Gerald Kunes (SEAL)
Gerald Kunes PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 17th day of November, 1960

George T. Cromwell, Clerk

1960 Filed 17 NOV.

132-395

Gerald Kunes, Attorney
and Assignee named in Mortgage

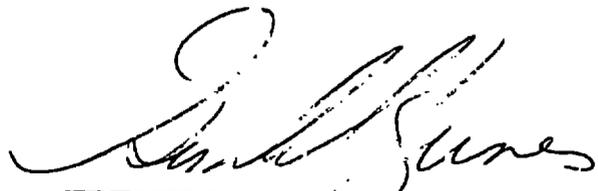
vs

Equity # 14,018

John A. Reid and
Minnie C. Reid, his wife

Report of Sale

The report of sale made by Gerald Kunes, Assignee named in mortgage in the above - entitled cause duly appointed to make the sale of the property, by virtue of power and authority contained in the mortgage from John A. Reid and Minnie C. Reid, his wife to Guil Barber, Trustee dated AUGUST 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber 1415, Folio 550; respectfully shows unto your honor that after having given bond for the faithful performance of the trust imposed upon said assignee for purposes of foreclosure, which bond was duly approved and having given notice of the time, place and manner and terms of this sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for four times starting upon the 12th day of October, 1960 and running to include the 9th day of November, 1960, the said assignee did pursuant to said notice upon the 14th day of November, 1960, at 11 A.M. did attend at the County Courthouse, Anne Arundel County and then and there sold the said property in these proceedings mentioned to Homes Oil Realty Co. Inc. by Jacob Homes, President, for the sum of Eighteen thousand five hundred dollars (\$ 18,500.00) subject to two prior mortgages being in default, he being the highest bidder at said sale and the said price being a fair price for the property sold at said sale, and that the said sale was fairly made.



Assignee named in mortgage, for purposes of foreclosure

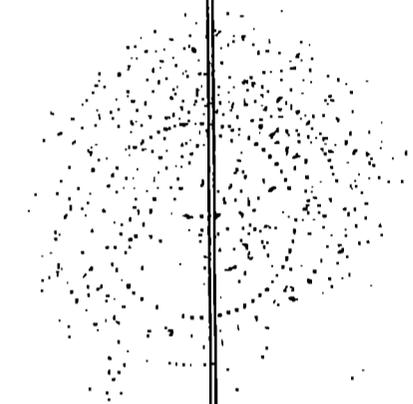
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1960 NOV 25 11:10:45

State of Maryland, County B. Q. - Court, to wit:

I hereby certify that upon this 21 day of Jan,
1914, before me the subscriber, a Notary Public of the State of
Maryland, in and for the County of B. Q.,
personally appeared [Signature], and being
duly sworn did affirm the matters and facts stated in this report of
sale and thereby stated that they are true and that the sale was
fairly made.

[Signature]
NOTARY PUBLIC, MY COMMISSION
EXPIRES:

MY COMMISSION EXPIRES MAY 1, 1914



IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Gerald Kunes, Attorney	:	
and Assignee named in Mortgage	:	
vs	:	Equity #
John A. Reid and	:	
Minnie C. Reid, his wife	:	
	:	

I, the undersigned, do hereby certify that on the 14th day of November, 1960, I purchased the following described property:

all that property lying and being in the Fourth Election District of Anne Arundel County and particularly described as follows:

FIRST PARCEL: Beginning for the same at the corner formed by the intersection of a roadway running through the westerly part of the land owned formerly by Charles Schmier and the Camp Meade Road, said corner or point being the northwesterly corner of the land hereby conveyed; and running from thence easterly along the said Camp Meade Road 480 feet; thence southerly 515 feet; thence westerly 580 feet to point on the roadway herein first mentioned; and thence northerly along said roadway 334 feet to said Camp Meade Road, the place of beginning, SAVING AND EXCEPTING therefrom, however, the following described lot: Beginning for the same at an iron pipe on the Camp Meade Road, the place at the end of the first line of the description of the whole tract, southerly 170 feet to an iron pipe set in the second line of this deed; thence westerly and parallel to the Camp Meade Road, 184 feet to an iron pipe; thence northerly and parallel with the second line of this deed and the first line of this reservation, 170 feet to the Camp Meade Road, this line being 16 feet west of Concrete building thereon; thence easterly with the Camp Meade Road, 174 feet to the place of beginning, containing 29,580 square feet, Saving and excepting also somech of said land as was conveyed to the State of Maryland to use of the State Roads Commission in Liber JHH 338 at Folio 406.

SECOND PARCEL: Beginning for the same at the end of the 2nd S. 50 degrees 53' 20" E. 326 feet line of Parcel One as laid down in that certain mortgage from the Grantees herein to Guil Barber Properties, Inc., dated June 17, 1957, recorded among the land Records of Anne Arundel County in Liber 1127 at page 564, and running thence: (1) South 50 degrees 53' 20"

1960 NOV 25 11:10:45

East 170 feet to the southeast corner of that tract of land which the herein Grantor and the said Harry T. Henderson, her husband now deceased, obtained from J. Oliver Clark, Trustee, by deed dated July 19, 1939, (Liber 207, Folio 206), thence; (2) South 56 degrees 19' 20" West 166.7 feet, more or less, along the extension of the 5th line of said Parcel One to the beginning of said 5th line, thence; (3) North 50 degrees 53' 20" West 123.74 feet reversely along and co-incident with the 4th line of said Parcel One, and thence; (4) North 38 degrees 06' 40" East 162.38 feet reversely along and co-incident with the 3rd line of said Parcel One to the place of the beginning.

CONTAINING: .679 acres of land more or less, as assessed in the Office of the Treasurer of said Anne Arundel County under index number 2476600.

At and for the sum of \$ 18,500.00 + ^{subject to two prior mortgages} and that the sale was fairly made.

— HOMES OIL REALTY CO, INC
 BY Joseph Hooper PRESIDENT
 PURCHASER

ORDER NISI

LIBER 132 PAGE 399

Gerald Kunes, Attorney and

Assignee named in Mortgage

versus

John A. Reid and

Minnie C. Reid, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,018 Equity

Ordered, this 25th day of November, 1960, That the sale of the Property in these proceedings mentioned

made and reported by Gerald Kunes, Assignee named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was \$ 18,500.00

George T. Crowell Clerk.

True Copy,

FILED 1960 NOV 25 AM 10:45

TEST: Clerk.

(Final Order)

Gerald Kunes, Attorney and

Assignee named in Mortgage

versus

John A. Reid and

Minnie C. Reid, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of January, 1961 that the sale made and reported by the 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. Boni Orshutt JUDGE.

FILED 1961 JAN -4 PM 3:32

Gerald Kunes, Attorney
and Assignee named in Mortgage

vs

John A. Reid and
Minnie C. Reid, his wife

Equity #

14,018 Equity

I, the undersigned, do hereby certify that on the 14th day of November, 1960, I did sell at Public Auction the following described property:

all that property lying and being in the Fourth Election District of Anne Arundel County and particularly described as follows:

FIRST PARCEL: Beginning for the same at the corner formed by the intersection of a roadway running through the westerly part of the land owned formerly by Charles Schmier and the Camp Meade Road, said corner or point being the northwesterly corner of the land hereby conveyed; and running from thence easterly along the Camp Meade Road 480 feet; thence southerly 515 feet; thence westerly 580 feet to point on the roadway herein first mentioned; and thence northerly along said roadway 334 feet to said Camp Meade Road, the place of beginning, SAVING AND EXCEPTING therefrom, however, the following described lot: Beginning for the same at an iron pipe on the Camp Meade Road, the place at the end of the first line of the description of the whole tract, southerly 170 feet to an iron pipe set in the second line of this deed; thence westerly and parallel to the Camp Meade Road, 184 feet to an iron pipe; thence northerly and parallel with the second line of this deed and the first line of this reservation, 170 feet to the Camp Meade Road, this line being 16 feet west of Concrete building thereon; thence easterly with the Camp Meade Road, 174 feet to the place of beginning, containing 29,580 square feet, Saving and excepting also so much of said land as was conveyed to the State of Maryland to use of the State Roads Commission in Liber JHH 338 at Folio 406.

SECOND PARCEL: Beginning for the same at the end of the 2nd S. 50 degrees 53' 20" E. 326 feet line of Parcel One as laid down in that certain mortgage from the Grantees herein to Guil Barber Properties, Inc., dated June 17, 1957, recorded among the Land Records of Anne Arundel County in Liber 1127 at page 564, and running thence: (1) South 50 degrees 53' 20"

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1960 DEC -6 PM 3:58

15

East 170 feet to the southeast corner of that tract of land which the
 herein Grantor and the said Harry T. Henderson, her husband now deceased,
 obtained from J. Oliver Clark, Trustee, by deed dated July 19, 1939,
 (Liber 207, Folio 206), thence; (2) South 56 degrees 19' 20" West 166.7 feet,
 more or less, along the extension of the 5th line of said Parcel One to
 the beginning of said 5th line, thence; (3) North 50 degrees 53' 20" West
 123.74 feet reversely along and co-incident with the 4th line of said
 Parcel One, and thence; (4) North 38 degrees 06' 40" East 162.38 feet
 reversely along and co-incident with the 3rd line of said Parcel One to
 the place of the beginning.

CONTAINING: .679 acres of land more or less, as assessed in the
 Office of the Treasurer of said Anne Arundel County under index
 number 2476600.

At and for the sum of \$ 18,500 & *subject to tax from recorded*
minutes, and that the sale was fairly
 made.

Carlisle J. Cook
 AUCTIONEER

Maryland Gazette

LIBER 132 PAGE 402

Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 31, 1960

We hereby certify, that the annexed -----

Order of Sale
Eq. 14, 018.

John A. Reid.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 -----

successive weeks before the 31st -----

day of January, 1961. The first

insertion being made the 1st ----- day of

December, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 14,018 Equity

GERALD KUNES, Attorney and
Assignee named in Mortgage
VERSUS

JOHN A. REID and
MINNIE C. REID, his wife
Ordered, this 25th day of Nov-
ember, 1960, That the sale of the
Property in these proceedings
mentioned made and reported by
Gerald Kunes, Assignee named
in Mortgage BE RATIFIED AND
CONFIRMED, unless cause to the
contrary thereof be shown on or
before the 3rd day of January
next; Provided, a copy of this Or-
der be inserted in some newspap-
er published in Anne Arundel
County, once in each of three suc-
cessive weeks before the 3rd day
of January next.

The report states that the
amount of sale was \$18,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
D-22

1960

FILED
DEC 31 11:50

No. M. G. 18453

Gerald Kunes, Attorney and Assignee named in Mortgage vs. John A. Reid and Minnie C. Reid, his wife

To Assignee for Fee, viz:	150	00		
To Assignee for Commissions, viz:	604	14	754	14
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	47	60		
Jos. W. Alton, Jr. - Sheriff's costs	5	80		
Auditor - stating this account	40	50	113	90
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	141	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premium	74	00		
Carlisle F. Cook - auctioneer's fee	100	00		
Clerk of Court - recording assignment	1	00		
Notary fees	1	00	344	76
To Assignee for Claims Allowed by Order of Court dated 7/6/61, viz:				
(1) To Guil Barber - Judgment claim in No. A-4049 Law:				
Debt		\$800.00		
Interest from 10/16/59 to 7/6/71		82.66		
Court costs		27.25		
Attorney's fee		80.00	989	91
(2) To Wm. B. Barber - Judgment claim in No. A-4101 Law:				
Debt		\$310.00		
Interest waived				
Court costs		27.25		
Attorney's fee		31.00	368	25
(3) To The Prince George Fuel Co. - Judgment claim in No. A-4151 Law:				
Debt		\$990.00		
Interest as agreed		183.19		
Court costs		27.25		
Attorney's fee		99.00	1,299	44
(4) To State Bank of Laurel - Judgment Claim in No. A-3274 Law:				
Debt		\$286.67		
Interest from 2/3/60 to 7/6/61		23.08		
Court costs		27.65		
Attorney's fee		43.00	380	40
(5) To U. S. Treasury Dept. - Claim for WT-FICA and excise taxes		\$353.00		
Interest and penalties		14.94	367	94
			3,405	94

To Guil Barber, mortgagee - in full for mortgage claim, viz:
 Amount of mortgage claim filed
 Interest @ 6% on principal balance of \$12,000.00 from 8/31/61 to 8/29/61 - 11 months 29 days

12,060 00

718 00

12,778 00

To Homes Oil Realty Co., Inc. - amount assigned by mortgagors on 7/6/61

476 44

476 44

To John A. Reid and Minnie C. Reid, his wife, mortgagors - this balance

1,264 71

1,264 71

19,137 89

ORDER NISI

LIBER 132 PAGE 407

Gerald Kunes, Attorney
and Assignee named in Mortgage

VERSUS

John A. Reid

and

Minnie C. Reid, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,018

Equity.

ORDERED, This 31st day of July, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

In the Circuit Court for Anne Arundel County

George T. Cromwell

ORDERED BY THE COURT, this 6th day of September, 1961, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Brian Smith

FILED

1961 SEP -6 PM 2:21

1961 JUL 31 PM 2:51

Maryland Gazette

LIBER 132 PAGE 408

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,018 Equity

Gerald Kunes, Attorney and Assignee named in Mortgage

versus

JOHN A. REID and

MINNIE C. REID, his wife

Ordered, this 31st day of July, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of September next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1961

We hereby certify, that the annexed

Order nisi - sub test. Eq. 14,018

John A. Reid

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 5th

day of September, 1961. The first

insertion being made the 3rd

day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By *Maries Tate*

1961

AUG 30 PM 1:56

FILED

No. M. G. 22714

22

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
QUENTIN C. MOORE AND BOBETTE J. MOORE, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

No. 14, 531 Equity

Mr. Clerk:

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

1. Original Mortgage from said Quentin C. Moore and Bobette J. Moore, his wife to Baltimore Federal Savings and Loan Association, dated December 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1171 folio 403.



Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 APR -8 AM 10:24

LIBER 1171 PAGE 403
LIBER 132 PAGE 410 MORTGAGE

No. 14321 Equity

THIS MORTGAGE, made this 4th day of December, A. D. 19 57, by
and between QUENTIN C. MOORE and BOBETTE J. MOORE, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
FOURTEEN THOUSAND TWO HUNDRED Dollars (\$ 14,200.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four and one-half per centum (4½ %) per annum until paid, principal and interest being
payable at the office of the said Mortgagee, in
Baltimore City, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of
Seventy-one and 95/100ths Dollars (\$71.95), commencing on the first day of
February, 1958, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on ~~the first day of~~ December 3, 1987, ~~at~~ . Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

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

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

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

BEING known and designated as Lot No. 13, Block G, as laid out and shown on plat
entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James
D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of
Anne Arundel County in Plat Book No. 28 folio 37.

BEING the same lot of ground which by Deed dated of even date herewith and recorded
or intended to be recorded among the Land Records of Anne Arundel County immediately
prior hereto was granted and conveyed by Old Orams Building and Development Corporation
to the herein named Mortgagors.

FILED

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:

LIBER 1171
PAGE 404

Norge Washer W-3-A - - - - -	\$110.00
Norge Dryer D-3 601 - - - - -	\$135.00
Norge Refrigerator S-107 - - - - -	\$200.00

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Quentin C. Moore [SEAL]
Quentin C. Moore

Bobette J. Moore [SEAL]
Bobette J. Moore

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1171 PAGE 407

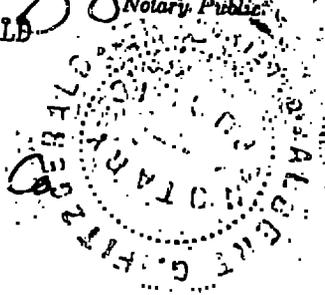
I HEREBY CERTIFY, That on this 4th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Quentin C. Moore and Bobette J. Moore, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

Albert G. Fitzgerald
ALBERT G. FITZGERALD, Notary Public

Rec'd for record Dec 6, 1957 at 3:05 PM
Filed to The Colonial Title Guarantee Co



lication No. 46255
ten by GSP
proved by [initials]
adv for [initials]

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

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

QUENTIN C. MOORE AND BOBETTE J. MOORE, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

MILITARY AFFIDAVIT

No. 14,321 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 City aforesaid, personally appeared **Walter S. Calwell**

and made oath in due form of Law that the Defendant s, **Quentin C. Moore and Bobette J. Moore, his wife**

against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED
1961 APR -8- AM 10:24

6

WALTER S. CALWELL,

Attorney Named in Mortgage

IN THE

LIBER 132 PAGE 415
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

QUENTIN C. MOORE AND

BOBETTE J. MOORE, HIS WIFE

No. 14,321 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Quentin C. Moore and Bobette J. Moore, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **4th** day of **December** 1957, and recorded among

the Land Records of **Baltimore** County in Liber **G.T.C. No. 1171**

Folio **403** .

Amount of Mortgage	\$14,200.00
Less - amount paid on principal	<u>612.72</u>
	13,587.28
Plus - interest to 4/27/61	<u>453.50</u>
	14,040.78
Plus - overdraft in expense account	<u>10.03</u>
	14,050.81

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **5th** day of **April** 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

Clara M. Link
Clara M. Link Notary Public

1961 APR -8 AM 10:24

7

LIBER 132 PAGE 416



227 ST PAUL STREET
BALTIMORE, MD

LIBER 11 PAGE 2

60 JOHN STREET
NEW YORK, N Y

Bond No. 338527

No. 14,321 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, 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 FOURTEEN THOUSAND ONE HUNDRED AND NO/100 (\$14,100.00) - - - - - 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 19th day of May 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 Quentin C. Moore & Bobette J. Moore, his wife to the Baltimore Federal Savings & Loan Association bearing date the 4th day of December nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1171, Folio 403, and

is about to sell the land and premises described in said Mortgage, Lot #13, Block "G" Blossom Hills default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~XXXXXX~~ WITNESS:

S. Alvey
S. Alvey

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

By *[Signature]* (Seal)
NEW AMSTERDAM CASUALTY COMPANY
By *[Signature]*
R. H. Nichols, Attorney at Law

Bond approved this 23 day of May 1961

George T. [Signature] Clerk

FILED

1961 MAY 23 AM 10:42

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 QUENTIN C. MOORE AND : ANNE ARUNDEL COUNTY
 BOBETTE J. MOORE, HIS WIFE : (In Equity)

CALLAHAN AND CALWELL
 Solicitors
 Baltimore Federal Building
 Baltimore 2, Md.
**Attorney's
 Sale**

**OF VALUABLE
 FEE SIMPLE
 PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Quentin C. Moore and Bobette J. Moore, his wife to Baltimore Federal Savings and Loan Association, dated December 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1171 folio 403 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY,

MAY 24th, 1961

at 3:45 P.M. (E.D.T.)

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:—

BEING known and designated as Lot No. 13 Block G, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37, situate on the easterly side of Virginia Avenue, 1st, house north of Belle of Georgia Avenue, having a frontage of 85 feet with an irregular depth.

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

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

The improvements consist of a one story frame bungalow, containing 5 rooms, 1 bath, forced warm air gas fired heat.

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

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

M-18

TO THE HONORABLE THE JUDGE OF SAID COURT:—

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1171 folio 403 from said Quentin C. Moore and Bobette J. Moore, 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 24th day of May, 1961 at 3.45 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. 13, Block G, as laid out and shown on Plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 MAY 26 AM 10:17

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand five Hundred (\$13,500.00) Dollars, said purchaser being then and there the highest bidder.



Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of May, 1961 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.





Clara M. Link, Notary Public

ORDER NISI

LIBER 132 PAGE 419

WALTER S. CALWELL, Attorney named in
Mortgage

versus

QUENTIN C. MOORE and
BOBETTE J. MOORE, his wife

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,321 Equity

Ordered, this 26th day of May, 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 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.

The report states that the amount of sale was \$ 13,500.00

FILED 1961 MAY 26 AM 10:17

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney named in
Mortgage

versus

QUENTIN C. MOORE and
BOBETTE J. MOORE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of July, 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 re-
quired 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 J. Evans
JUDGE.

FILED

1961 JUL -5 PM 3:51

11

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

**Attorney's
Sale**

**OF VALUABLE
FEE SIMPLE
PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Quentin C. Moore and Bobette J. Moore, his wife to Baltimore Federal Savings and Loan Association, dated December 4th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1171 folio 403 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**WEDNESDAY,
MAY 24th, 1961
at 3:45 P.M. (E.D.T.)**

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road, at Jacobsville, or Lake Shore, and described as follows:—

BEING known and designated as Lot No. 13 Block G, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37, situate on the easterly side of Virginia Avenue, 1st, house north of Belle of Georgia Avenue, having a frontage of 85 feet with an irregular depth.

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

No. M Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame bungalow, containing 5 rooms, 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer M-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 420

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Attorney's Sale

No. 14,321

Quentin C. Moore

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 May, 1961. The first

insertion being made the 27th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1967 MAY
MAY 31 PM 3:30

By H. Tilghman

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 421

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 14,321 Equity

WALTER S. CALWELL, Attorney
named in Mortgage

versus

QUENTIN C. MOORE and
BOBETTE J. MOORE, his wife

Ordered, this 28th day of May, 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 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.

The report states that the amount of sale was \$13,500.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk
Ju-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 2, 1961

We hereby certify, that the annexed

Order Nisi - Estate of Moore

Quentin C. Moore

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 3rd

day of July, 1961. The first

insertion being made the 21st

day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 14321-1961 JUL -3 PM 3:55 By *George T. Cromwell*

13

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Quentin C. Moore and Bobette J. Moore, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	437	95		487 95
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	56	40		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	7	42		
One-half State documentary stamps	14	85		
Clara M. Link - notary fees	1	50		210 41
To Attorney for Taxes, viz:				
1961 State and County taxes - 4 months 24 days	83	76		83 76
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,760	29		12,760 29
				13,598 41
Amount of mortgage claim filed	14,050	81		
Interest @ 4½% on principal balance of \$13,587.28 from 4/27/61 to 9/7/61 - 4 months 10 days	220	80		
	14,271	61		
Cr. Amount allowed above	12,760	29		
Balance subject to decree in personam	1,511	32		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961

May

24

Proceeds of Sale

13,500 00

Interest on deferred payment to

7/6/61

98 41

13,598 41

13,598 41

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Quentin C. Moore

and

Bobette J. Moore, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,321

Equity.

1961 AUG - 7 PM 10:37

ORDERED, This 7th day of August, 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 11th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of September, 1961, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

O. Bowie Duckett

FILED

1961 SEP 13 PM 3:14

Maryland Gazette

LIBER 132 PAGE 426

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
NO. 14,321 EQUITY

WALTER S. CALWELL, Attorney
named in Mortgage,

versus

QUENTIN C. MOORE and
BOBETTE J. MOORE, his wife

Ordered, this 7th day of August, 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 11th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next;

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1961

We hereby certify, that the annexed _____

Order Nisi - End - Case - Eq 14,321

Quentin C. Moore

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 11th _____

day of September, 1961. The first

insertion being made the 10th _____ day of

August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
FILED

No. M. G. 22748

18

1961

SEP -8 PM 4:12

Marie Tate

PETITION FOR FORECLOSURE

LIBER 132 PAGE 427

J. S. GLEASON, JR., Administrator of
Veterans Affairs, successor in office
to H. V. Higley

IN THE

CIRCUIT COURT

VS.

OF
FOR

DONALD D. ROBERTS, and JOAN E. ROBERTS
his wife
111 Clifton Avenue
Arnold, Anne Arundel County, Maryland

~~BALTIMORE~~
ANNE ARUNDEL COUNTY

No. 14,370

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the15th. day ofAugust... A. D. 1957, the defendant executed and delivered
to H. V. HIGLEY, the then Administrator of Veterans Affairs, who is succeeded.....
by J. S. Gleason, Jr. County of Anne Arundel
a mortgage upon certain leashold..... property in the ~~City of Baltimore~~, therein described, to
secure the payment of the mortgage debt of \$..9,150.00..... 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. Default in said mortgage has now occurred.

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

And as in duty, &c.

James W. Blackhurst

James W. Blackhurst
One Central Avenue, S. W.
Glen Burnie, Maryland

Attorney for Plaintiff

FILED

1961 MAY -8 AM 9:20

MORTGAGE

SH-683-15
MARYLAND

No. 14,370 Equity

THIS MORTGAGE, made this 15th day of August, A. D. 1957, by
and between DONALD D. ROBERTS and JOAN E. ROBERTS, his wife

of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter
called the Mortgagor, and H. V. Higley, as Administrator of Veterans' Affairs, an Officer,
of the United States of America, whose address is Veterans Administration, Washington
25 D. C. and his successors in such office as such
a corporation organized and existing under the laws of the
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
NINE THOUSAND ONE HUNDRED AND FIFTY - - - - - 00/100 - Dollars (\$ 9150.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
five per centum (5 %) per annum until paid, principal and interest being
payable at the office of Veterans' Administration Regional Office, in
Baltimore, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagee, in monthly installments of Fifty-three ^{15th}
- - - - - 49/100 - Dollars (\$ 53.49), commencing on the ~~first~~ day of
September, 1957, and continuing on the ~~first~~ day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the ~~first~~ day of August, 19 82. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less. Any prepayment made on other than
an installment due date will not be credited until the next following due date.

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. 55 on the Plat of Belvedere Heights, which Plat
is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County
on March 13, 1953, in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING the same lot of ground described in a deed dated August 9, 1957, from the Mortgagee
to the Mortgagor and recorded or intended to be recorded prior hereto among the Land
Records of Anne Arundel County.

FILED

LIBER 132 PAGE 429



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:

LIBER 1146 PAGE 459

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, ~~his~~ ~~successors and assigns~~, personal representatives and assigns, subject to the payment of the annual rent of Eighty-four Dollars (\$84.00), payable half-yearly on the 9th days of May and November in each and every year.

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for

Thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Wilbur F. Coyle, Jr. or Milton M. Hackerman, its duly authorized attorneys 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 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 Federal Housing Administration Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

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

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

Witness:

[Signature]
GRAFTON LEE BROWN, JR.

[Signature] [SEAL]
DONALD D. ROBERTS
[Signature] [SEAL]
JOAN E. ROBERTS
[SEAL]
[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

to wit:

LIBER 1146 PAGE 462

I HEREBY CERTIFY, That on this 15th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Donald D. Roberts and Joan E. Roberts, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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



[Signature]

My commission expires May 4, 1959. GRAFTON LEE BROWN, JR. Notary Public.
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:
I HEREBY CERTIFY That on this 17th day of Aug., 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. N. NIXON, LOAN GUARANTY OFFICER, the agent of the within mortgagee, and made oath 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.



[Signature]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.
GRAFTON LEE BROWN, JR. Notary Public
My commission expires May 4, 1959.

Rec'd for record Aug 28, 1957 8:11 AM
Mailed to Chief Atty. Veterans Admin.

STATE OF MARYLAND

Mortgage

FROM

DONALD D. ROBERTS and
JOAN E. ROBERTS, his wife

TO

H. V. Higley, as Administrator of Veterans Affairs

REC'D FOR RECORD
LA... RECORD...
ANNE ARUNDEL COUNTY
1957 AUG 28 8 11 AM
& RECORDED
NO. 1146
GEO. I. [unclear]

Clerk.

Cost of Record, \$ 14.00
U. S. GOVERNMENT PRINTING OFFICE 16-48890-4

MAIL TO:
CHIEF ATTORNEY
VETS. ADMIN.
BALTO., MD.

J. S. GLEASON, JR., Administrator of
Veterans Affairs, successor in office
to H. V. Higley

IN THE

CIRCUIT COURT

vs.

FOR

DONALD D. ROBERTS and JOAN E. ROBERTS,
his wife
111 Clifton Avenue
Arnold, Anne Arundel County, Maryland

ANNE ARUNDEL COUNTY

No. 14370

DOCKET 19

FOLIO 352

MILITARY AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, to wit:

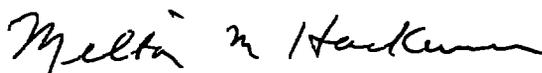
I HEREBY CERTIFY, That, before me, the subscriber, a Notary Public
of said state, in and for said city, personally appeared R. C. Kinsley
and made oath in due form of law that he knows the defendants herein, and
that to the best of his information, knowledge and belief

- 1) said defendants are not in the military service of the United States,
- 2) said defendants are not in the military service of any nation allied with the United States,
- 3) said defendants have not been ordered to report for induction under the Selective Training 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.

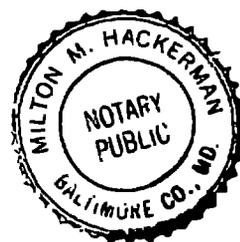

R. C. Kinsley - Affiant

Subscribed and sworn to before me

this 4th day of ^{May}~~April~~, 1961.



Notary Public MILTON M. HACKERMAN
My commission expires 5-6-63



FILED

1961 MAY -8 AM 9:20

6

STATEMENT OF MORTGAGE CLAIM

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. Higley

IN THE

CIRCUIT COURT

LIBER 132 PAGE 433

vs.

for

~~BALTIMORE COUNTY~~
Anne Arundel County

No. 14,370

DONALD D. ROBERTS and JOAN E. ROBERTS, his wife
111 Clifton Avenue
Arnold, Anne Arundel County, Maryland

STATEMENT OF MORTGAGE DEBT

Original loan amount	\$9,150.00
Amount paid on principal	<u>558.40</u>
Principal balance	\$ 8,591.60
T & I account - credit balance	<u>1.70</u>
Balance	\$8,589.90
Accrued interest to	<u>358.00</u>
Total principal and interest to	
4/15/61	\$8,947.90
Interest accrues @ 5% per annum from	
4/16/61	
Daily Interest Accrual	\$1.1933

COUNTY

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

I HEREBY CERTIFY, That on this 4th day of May in the year nineteen hundred and sixty-one, before me, a Notary Public of the County of Baltimore, in and for said City of Baltimore, personally appeared R. C. Kinsley, Chief, Loan Service & Claims Section, VA representative for the Administrator of Veterans Affairs

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



FILED

As witness my hand and Notarial Seal,

1961 MAY 8 AM 9:20
Milton M. Hackerman

Milton M. Hackerman Notary Public.
My commission expires 5-6-63

7

DECREE FOR SALE OF MORTGAGE PREMISES

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. Higley

IN THE
CIRCUIT COURT

vs.

FOR

DONALD D. ROBERTS and JOAN E. ROBERTS, his wife
111 Clifton Avenue
Arnold, Anne Arundel County, Maryland

ANNE ARUNDEL COUNTY

No. 14,370

TERM, 19...

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

It is, Thereupon, This 5th day of May, in the year nineteen hundred and sixty-one, by the Circuit Court of Baltimore Co. for Anne Arundel Co. ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that James W. Blackhurst

be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the

Clerk thereof, in the penalty of 9,150.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Baltimore, as

he \$500.00 shall think proper, of the time, place, manner and terms of sale, which shall be upon ratification of sale the balance in cash as the purchase money, and the credit payment to bear interest from the day of sale, and to be secured by the same 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 the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,

to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them.

And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged

his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

W. B. D. D.
Judge

FILED

1961 MAY -8 PM 2:12

8

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 10 PAGE 594

LIBER 132 PAGE 435

No. 14, 370 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, James W. Blackhurst, 1 Central Avenue, S.W., Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand One Hundred Fifty & 00/100 (\$9,150.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of May in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden James W. Blackhurst by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of J. S. Gleason, Administrator of Veterans Affairs

vs:

now pending in said Court: Donald D. Roberts and Jean E. Roberts, his wife

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden James W. Blackhurst

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

Signed, sealed and delivered in the presence of:

Patricia M. Barborka
Patricia M. Barborka

James W. Blackhurst (SEAL)
James W. Blackhurst (SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Diane E. Anthony
Diane E. Anthony As to Surety

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

FILED

1961 MAY 11 PM 3:14

Bond approved this 11 day of May 1961
George T. Cromwell, Clerk

9

James W. Blackhurst, Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

LIBER 132 PAGE 436

TRUSTEE'S SALE

OF VALUABLE

Leasehold Property

KNOWN AS 111 CLIFTON AVENUE; ARNOLD, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 14,370) J.S. Gleason, Jr., Administrator of Veterans Affairs vs. Donald D. Roberts and Joan E. Roberts, his wife, the undersigned Trustee will sell at Public Auction on the premises the leasehold property below described on

FRIDAY, JUNE 2, 1961

At 11:30 O'clock A.M. (D.S.T.)

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No 55 on the Plat of Belvedere Heights which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953, in Plat Cabinet 4, Rod G-5, Plat No. 6. Subject to the payment of an annual ground rent of Eighty-four dollars (\$84.00).

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.

Improved by a one family framed dwelling, Cape Cod Style, having four rooms, two bedrooms and one bath with an attic and radiant hot air oil heat.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars (\$500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

E. T. Newell & Co., Inc. Auctioneers
Member of Auct. Assn. of Md., Inc.
PLaza 2-3580

James W. Blackhurst, Trustee

FILED

1961 JUN -6 AM 9:31

10

I HEREBY CERTIFY, That J. S. GLEASON, JR., ADMIN. OF VETERANS AFFAIRS did this 2nd day of June, 1961, purchase the within described property from James W. Blackhurst, Trustee, at and for the sum of \$ 9,100.00 and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

J. S. Gleason, Jr
Administrator of Veterans Affairs
by S. Graham, Bath. Reg. ofc.

I HEREBY CERTIFY, That I did sell at Public Auction on Friday, June 2, 1961, 11:30 a.m. (D.S.T.), the property described on the reverse side of this handbill belonging to Donald L. Roberts and Joan E. Roberts, his wife, at and for the sum of \$ 9,100.00 the successful bidder being J. S. GLEASON, JR., ADMIN. OF VETERANS AFFAIRS and the sale was fairly made.

Wm. Murray, Inc.
E. T. NEWELL & CO., INC
AUCTIONEERS

FILED

1961 JUN -6 AM 9:31

REPORT OF SALE

JAMES W. BLACKHURST
Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

**Trustees'
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

known as
111 Clifton Avenue
Arnold, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 14,370) J. S. Gleason, Jr., Administrator of Veterans Affairs vs. Donald D. Roberts and Joan E. Roberts, his wife, the undersigned Trustee will sell at Public Auction on the premises the leasehold property below described on

**Friday, June 2nd, 1961
at 11:30 o'clock A.M.
(D.S.T.)**

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 55 on the Plat of Belvedere Heights which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953, in Plat Cabinet 4, Rod G-5, Plat No. 6. Subject to the payment of an annual ground rent of Eighty-four dollars (\$84.00).

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.

Improved by a one family framed dwelling, Cape Cod Style, having four rooms, two bedrooms and one bath with an attic and radiant hot air oil heat.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars (\$500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County: Interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

James W. Blackhurst, Trustee
E. T. Newell & Co. Inc.
Auctioneers
Members of Auct. Assn. of Md., Inc. Plaza 2-3580. Ju-1

J. S. GLEASON, JR., Administrator
of Veterans Affairs, successor in
office to H. V. Higley

vs.

DONALD D. ROBERTS and
JOAN E. ROBERTS, his wife
111 Clifton Avenue
Arnold, Anne Arundel County, Md.

IN THE

CIRCUIT COURT

LIBER 132 PAGE 438

~~CITY~~
FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY 14,370

**To The Honorable Judge of the
Circuit Court of Baltimore City:**

The Report of Sale of James W. Blackhurst

Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold property known as 111 Clifton Avenue, Arnold, Maryland

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

The Maryland Gazette

Anne Arundel County
a weekly ~~daily~~ newspaper published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 2nd day of June 19 61 at 11:30 o'clock A.M. attend on the premises and then and there sold

the leasehold property known as 111 Clifton Avenue, Arnold, Maryland, and described in the attached advertisement of sale to J. S. Gleason, Jr., Administrator of Veterans Affairs, at and for the sum of Nine thousand one hundred dollars (\$9,100.00), cash upon ratification of sale, the said J. S. Gleason, Jr., Administrator of Veterans Affairs being the highest bidder therefor.

James W. Blackhurst
James W. Blackhurst, Trustee

Anne Arundel County
State of Maryland, ~~City of Baltimore~~ Notary Public

I HEREBY CERTIFY, That on this 5th day of June 19 61 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of Baltimore~~ *of Baltimore* aforesaid, personally appeared JAMES W. BLACKHURST

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,

1961 JUN -6 AM 9:31

Mildred P. Brice
Mildred P. Brice Notary Public.



FILED

12

ORDER NISI

LIBER 132 PAGE 439

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,370 Equity

J.S.GLEASON, JR., Administrator of Veterans Affairs, successor in office to H.V.HIGLEY versus DONALD D. ROBERTS and JOAN E. ROBERTS, his wife

Ordered, this 6th day of June, 1961, That the sale of the property in these proceedings mentioned made and reported by James W. Blackhurst, Trustee

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.

The report states that the amount of sale was \$ 9,100.00.

Filed 1961 June 6, 9:31 AM

True Copy,

George T. Cromwell

Clerk.

TEST: Clerk.

(Final Order)

J.S.GLEASON, JR., Administrator of Veterans Affairs, successor in office to H.V.HIGLEY versus DONALD D. ROBERTS and JOAN E. ROBERTS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of July, 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.

FILED

1961 JUL 11 PM 4:24

U. Brian Overholt JUDGE.

JAMES W. BLACKHURST
Solicitor
One Central Avenue, S.W.
Glen Burnie, Md. and

**Trustees' Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

known as
111 Clifton Avenue
Arnold, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 14,370) J. S. Gleason, Jr., Administrator of Veterans Affairs vs. Donald D. Roberts and Joan E. Roberts, his wife, the undersigned Trustee will sell at Public Auction on the premises the leasehold property below described on

**Friday, June 2nd, 1961
at 11:30 o'clock A.M.
(D.S.T.)**

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 55 on the Plat of Belvedere Heights which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953, in Plat Cabinet 4, Rod G-5, Plat No. 6. Subject to the payment of an annual ground rent of Eighty-four dollars (\$84.00).

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.

Improved by a one family framed dwelling, Cape Cod Style, having four rooms, two bedrooms and one bath with an attic and radiant hot air oil heat.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars (\$500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

James W. Blackhurst, Trustee
E. T. Newell & Co. Inc.
Auctioneers
Members of Auct. Assn. of Md.,
Inc. Plaza 2-3580. Ju-1

No. 14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 440

CERTIFICATE OF PUBLICATION

Annapolis, Md., *June 6* 19*61*

We hereby certify, that the annexed

*Trustee's Sale
Eq 14,370*

Donald D. Roberts

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*

successive weeks before the *2nd*

day of *June* 19*61*. The first

insertion being made the *11th* day of

May 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUN -8 AM 11:53

H. Tilghman

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 441

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 14,370

J. S. GLEASON, JR., Administrator of Veterans Affairs, successor in office to H. V. Higley

versus

DONALD D. ROBERTS and JOAN E. ROBERTS, his wife

Ordered, this 6th day of June, 1961, That the sale of the property in these proceedings mentioned made and reported by James W. Blackhurst, Trustee 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.

The report states that the amount of sale was \$9,100.00.

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 - Sales - No. 14,370

James W. Blackhurst

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 10th

day of July, 1961. The first

insertion being made the 8th day of

July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By *James W. Blackhurst*

FILED

No. M. C. 1111951 JUL -3 PM 3:55

15

Dr. J. S. Gleason, Jr., Administrator of Veterans Affairs, successor in office to H. V. Higley vs. Donald D. Roberts and Joan E. Roberts, his wife

To Trustee for Fee, in lieu of fee and commissions, as agreed	175 00	175 00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account and two copies	18 00	56 00
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	63 00	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Speer Publications, Inc. - handbills	14 24	
Fidelity & Deposit Co. of Md.-bond premium	36 60	
E.T. Newell & Co., Inc.-auctioneer's fee	25 00	
One-half Federal documentary stamps	5 23	
Mildred P. Brice - notary fee	50	171 57
To Trustee for Taxes, viz:		
1961 State and County taxes (\$147.40) adjusted to 6/2/61	62 20	62 20
To Trustee for Ground Rent, viz:		
Semi-annual ground rent (\$42.00) due 11/2/61 - 24 days	5 52	5 52
To J. S. Gleason, Jr., Administrator of Veterans Affairs, etc, mortgagee - this balance on account mortgage claim	8,629 71	8,629 71
		9,100 00
Amount of mortgage claim filed	8,947 90	
Interest @ 5% on principal balance of \$8,589.90 from 4/15/61 to 9/5/61 - 143 days @ 1.1933	170 64	
	9,118 53	
Cr. Amount allowed above	8,629 71	
Balance subject to decree in personam	488 83	

with

Cr.

James W. Blackhurst, Trustee

1961
June

2

Proceeds of Sale

9,100 00

9,100 00

9,100 00

ORDER NISI

J. S. Gleason, Jr., Administrator
of Veterans Affairs, successor
in office to H. V. Higley
VERSUS

Donald D. Roberts
and
Joan E. Roberts, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,370

Equity.

1961 AUG -2 PM 11:03

ORDERED, This 2nd day of August, 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 11th
day of September next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
11th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of September, 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 SEP 13 PM 3:14

D. Boni Duckett

19

Maryland Gazette

LIBER 132 PAGE 446

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,370 Equity

J. S. Gleason, Jr., Administrator of Veterans Affairs, successor in office to H. V. Higley

versus

DONALD D. ROBERTS and JOAN E. ROBERTS, his wife

Ordered, this 2nd day of August, 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 11th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1961

We hereby certify, that the annexed _____

Order Nisi - Cont. Court. Eq 14,370

Donald D. Roberts

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 11th

day of September, 1961. The first

insertion being made the 14th day of

August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 22732 1961

SEP -8 PM 4:12

By Marie Tate

PETITION FOR FORECLOSURE

AETNA LIFE INSURANCE COMPANY

VS.

WALTER B. R. WRIGHT, JR. et al

- LIBER 132 PAGE 447
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 14,245 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent S

That on the 5th day of February A. D. 1958 the defendant executed and delivered to Aetna Life Insurance Company Anne Arundel County a mortgage upon certain fee simple property in ~~the City of Baltimore~~ therein described, to secure the payment of the mortgage debt of \$ 12,300.00 and interest as therein mentioned, wherein said mortgagor S assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; ~~a photostatic copy of~~ all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

Said mortgage is now in default.

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

And as in duty, &c.

Wm. A. Fisher, Jr.
William A. Fisher, Jr.
10 Light Street, Baltimore 2, Md.
29-5040 Attorney for Plaintiff

1951 FEB 24 PM 9:17

No. 14,245 Equity

THIS MORTGAGE, made this 5th day of FEBRUARY in the year of our Lord one thousand nine hundred and fifty-eight, by and between WALTER B. R. WRIGHT, JR. and KATHARINE M. WRIGHT, his wife,

(hereinafter called "Mortgagor"), and AETNA LIFE INSURANCE COMPANY, a corporation created and existing under the laws of the State of Connecticut, and having its principal office in the City of Hartford, Connecticut, (hereinafter called "Mortgagee");

WHEREAS said Mortgagor is justly indebted to the Mortgagee in the sum of TWELVE THOUSAND THREE HUNDRED AND 00/100ths - - - - - Dollars (\$ 12,300.00) for money this day loaned and advanced to the Mortgagor (to be used and applied as part of the purchase price for the hereinafter described property) which said principal sum and interest thereon ~~was~~ the said Mortgagor hereby covenants and agrees to repay unto the Mortgagee in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment at the Home Office of the Mortgagee in Hartford, Connecticut, or such other place as the Mortgagee may from time to time designate in writing, as follows:

By the payment of the sum of Seventy-eight and 5/100 Dollars on the First day of March, 1958 and by the payment monthly thereafter of the sum of Eighty-Six and 36/100th Dollars (\$86.36) each, beginning on the First day of April, 1958 and payable on the First day of each month thereafter until the First day of FEBRUARY 1978, when the entire unpaid balance of said indebtedness, together with interest as aforesaid shall become due and payable.

The said Mortgagors further covenant and agree to deposit with the said Mortgagee, together with each installment of principal and interest becoming due an additional sum equal to one-twelfth (1/12) of the annual taxes, assessments, public dues, insurance and charges levied or assessed or to be levied or assessed on the mortgaged property, which shall be held by the Mortgagee, without interest, and applied to the payment of said taxes, assessments, public dues and charges, when due and payable;

; all installments of principal and interest by agreement of the parties bearing interest after maturity at the rate of six percentum per annum.

AND WHEREAS it was a condition precedent to the granting of the aforesaid loan that it be secured by the execution of these presents (and a mortgage note of even date herewith and payable as aforesaid).

NOW THIS MORTGAGE WITNESSETH: That in consideration of said indebtedness, and to secure the re-payment thereof on the terms herein stated, and further to secure the performance of all the covenants, agreements and conditions hereinafter set forth, and of One Dollar (\$1.00), the receipt whereof the Mortgagor does hereby acknowledge, said Mortgagor does hereby grant, convey, assign, bargain and sell unto the Mortgagee, its successors and assigns all that lot and parcel of ground lying and situate in Anne Arundel County in the State of Maryland, more particularly described as follows, that is to say:

BEGINNING for the same at a pipe set on the southeast side of the Tick Neck Road on the lot line between the Lots Nos. 4 and 5, as shown on a Plat by Edward Hall, Jr., in January 1941, of Re-Survey of Land on Bar Harbor Road for Mrs. S. M. Johnson, which point of beginning is south twenty-eight degrees fifty minutes West two hundred and twenty-two and twenty-five one-hundredths feet from a pipe previously set at the end of the third line of the conveyance from E. P. Johnson to R. L. Johnson by Deed dated July 20, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 68, folio 207, etc., thence leaving lot No. 5 and with said road south twenty-eight degrees fifty minutes West fifty-five and six-tenths feet to a nail in a post a corner of Lot No. 3, thence with Lot No. 3, south sixty-one degrees ten minutes East one hundred sixty-two and two-tenths feet to a stake thence leaving Lot No. 3, North twenty-eight degrees fifty minutes East fifty-five and six-tenths feet to a nail set on the corner of a line fence on the lot lines between Lots No. 4 and 5; thence with Lot No. 5, North sixty-one degrees ten minutes West one hundred sixty-two and two-tenths feet to the beginning. Being Lot No. 4, Plat hereinabove referred to, and recorded in Plat Book 17, folio 24.

BEING the same lot of ground which by Deed dated the 5th day of February 1958, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, from Edgar J. Gill and Julia M. Gill, his wife, unto the within named Mortgagors.

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1961 FEB 24 AM 9:57 P. L. Sullivan Exhibit No. 1.

including all buildings and improvements thereon, together with all elevators, all gas, steam, electric or other heating, lighting, plumbing, ventilating, sprinkling, irrigating, water and power systems, appliances, fixtures and apparatus; all storm and screen windows and doors, and all other fixtures; and also all ways, streets, alleys, passages, watercourses, rights, privileges and appurtenances thereunto appertaining, and the reversions and remainders and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, in fee simple, forever.

The Mortgagor covenants with Mortgagee that he is lawfully seized of said premises in fee simple and has good right to convey the same.

PROVIDED ALWAYS, and these presents are on the condition that if Mortgagor shall pay said debt and interest when and as the same shall mature, whether in course or under any covenant hereinafter contained, and shall fully keep, perform and comply with all covenants and stipulations herein contained, then this mortgage shall be void.

The Mortgagor further covenants and agrees with Mortgagee as follows:

1. Mortgagor will pay the indebtedness as hereinbefore provided. Any remittance by check or draft shall be made subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and any receipt issued therefor shall be ineffective unless the amount due is actually received by Mortgagee.
2. Mortgagor will keep the buildings on the premises insured against loss by fire and other hazards, as from time to time requested by Mortgagee, in companies and amounts in each company acceptable to Mortgagee, and with Mortgagee Clause approved by Mortgagee, and will deliver all original insurance policies to the Mortgagee. On failure to so furnish such insurance, Mortgagee may obtain such insurance, and all premiums paid by Mortgagee shall be promptly repaid by Mortgagor and shall be secured by this mortgage. The Mortgagee is authorized, at its option, to collect, adjust and compromise any loss under any such policies and to apply the net proceeds, at its option, either as a credit on the mortgage debt or to restoring improvements or, at its option, to deliver the same to the owner of said mortgaged premises.
3. Mortgagor will pay, when due, all taxes, assessments, water rates and insurance premiums imposed upon said mortgaged premises, or upon Mortgagee's interest therein, or upon this mortgage or the debt or other sums hereby secured; will furnish annually to Mortgagee prior to the date when they would become delinquent, certificates or receipts of the proper officers showing the full payment thereof; and in default of such payment Mortgagee may pay the same, and in such event Mortgagor shall within ten days re-pay Mortgagee all sums so paid, with interest at 6% per annum from the date of such payment; and this mortgage shall secure equally with the other indebtedness all payments so made.
4. Mortgagor will pay to Mortgagee within ten days all sums, including costs, expenses and reasonable agent's and attorney's fees, which it may expend or become obligated for in any proceeding to establish or sustain the lien of this mortgage, or its priority; or in defending against any liens, claims, estates, easements or restrictions of any persons asserting priority to this mortgage; or for an abstract and extension of abstract of title to said premises; and in connection with any suit to enforce or foreclose this mortgage, or to recover any sums hereby secured, to pay all costs, expenses and attorney's fees, together with interest on all such sums at 6% per annum from the date same were paid; and this mortgage shall stand as security for the payment of the same on equal terms with principal debt.
5. The improvements on said premises shall be maintained in good repair, and no waste shall be committed and no building on the premises removed or demolished without Mortgagee's consent, and no act committed or suffered which may impair the value of said property.
6. If default is made in payment when due of all or any part of said debt, or interest thereon, or of any other sums hereby secured; or if any mechanics or other liens that might be prior to the lien of this mortgage be created or rest upon any part of said premises for ten days without being released and discharged; or upon the rendering by any court of a decision that the undertaking hereinbefore contained to pay all taxes and assessments upon said premises, or upon Mortgagee's interest therein, or upon this mortgage, or upon any other sums hereby secured, is legally inoperative under the statutes existing or which may hereafter be enacted; or upon default in the performance of any condition or covenant of this mortgage, then and in any such case the whole principal sum secured by this mortgage, with all interest thereon, and all other amounts which it may secure, shall, at Mortgagee's option, become immediately due and payable, and Mortgagee may collect the same by suit at law and a foreclosure of or other proceeding upon this mortgage, or by any other proper legal or equitable procedure, without declaration of said option and without notice.
7. The granting of any extension or extensions of time of payment of said note, either to the maker or to any other person, or taking of other additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt, under any stipulation herein contained, shall not in any wise affect this mortgage or the rights of the Mortgagee hereunder, or operate as a release from any personal liability upon said note, or under any covenant or stipulation herein contained.
8. Until default be made in any covenant or condition of this mortgage, Mortgagor may have possession of the property upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed thereon, and on the mortgage debt and interest as herein provided. Upon maturity of said debt or other sums hereby secured, whether in course or otherwise, Mortgagee shall have the right to forthwith enter upon the mortgaged premises and take possession thereof, or to appoint an agent or trustee for the collection of the rents, issues and profits thereof, and the net income, after allowance of a reasonable fee for collection thereof and management charges, may be applied toward payment of taxes, insurance premiums and other maintenance charges, or in reduction of said debt or other sums hereby secured, as Mortgagee may elect, and the rents, issues and profits of all and every part of said premises are hereby specifically pledged to the payment of all indebtedness and all sums hereby secured.

If at any time in the opinion of the Mortgagee a receivership may be necessary to protect the lien of this mortgage against said premises, or the rents, issues and profits thereof, the Mortgagee shall, regardless of the value of the premises as security for said indebtedness, or of the solvency or insolvency of any party obligated therefor, have the right to the appointment, on ex-parte application, and with or without notice, by any proper court having jurisdiction, of a receiver to collect the rents, issues and profits of said premises, and payment of the expenses of such receivership and management to apply the same toward payment of taxes, insurance premiums and other charges against the property, or in reduction of said indebtedness. Such receivership shall, at Mortgagee's option, continue until full payment of all sums hereby secured, or until title to said premises shall have passed on sale or foreclosure under any provision thereof.

10. Mortgagor hereby further agrees that in the event of the passage after the date of this mortgage of any law of the State of Maryland deducting from the value of land for the purposes of taxation any lien thereon, or modifying or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for State or local purposes, so as to affect the interest of the Mortgagee, the whole of the principal sum secured by this mortgage, with interest accrued thereon, shall, at Mortgagee's option, without notice, become immediately due and payable.

11. The several rights, powers, options and remedies contained herein shall be construed and deemed as cumulative, and no one or more of them as exclusive of the others, or of any rights or remedies now or hereafter given or allowed by law.

12. AND upon default in any of the terms of this mortgage the Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other general or local law of the State of Maryland relating to mortgages, does hereby assent to the passage of a decree by any court having jurisdiction in the city or county where the mortgaged property or the greater portion thereof lies, for the sale of the mortgaged property; or upon such default this mortgage may be foreclosed and said property sold by the Mortgagee or by John W. Steffey, its attorney. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property may be sold as a whole, and it shall not be the duty of the seller to sell the same in parts or in lots, but the seller 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 city or county in which said property or some portion thereof is situate; and the terms of sale may be all cash upon ratification of the sale, or such other terms as the seller may deem expedient.

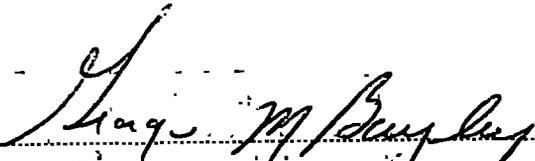
AND it is agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the trustee appointed by said decree or seller under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor.

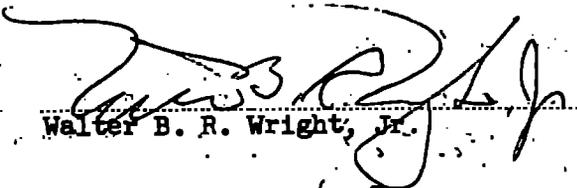
AND all such expenses and costs and half of such commissions shall be paid by the said Mortgagor, in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

AND the said Mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

If more than one person joins in the execution of this mortgage, and if any party of the feminine sex, the relative words herein shall be read as if written in the plural, or in the feminine gender, as the case may be, and the words "Mortgagor" and "Mortgagee" where used herein shall be construed to include every and each of their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the hands and seals of the within named Mortgagors.


GEORGE M. BAYLEY

 (Seal)
Walter B. R. Wright, Jr.

 (Seal)
Katharine M. Wright

5
LIBER 132 PAGE 451

STATE OF MARYLAND, BALTIMORE CITY, TO WIT.

LIBER 1184 PAGE 217

I hereby certify that on this 5th day of February, in the year one thousand nine hundred and fifty-eight before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared WALTER B. R. WRIGHT, JR., and KATHARINE M. WRIGHT, his wife, the within named Mortgagors, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and also acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared William N Bayless and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the mortgagee duly authorized to make this affidavit.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.



George M. Bayley
GEORGE M. BAYLEY, Notary Public

My commission expires _____

MY COMMISSION EXPIRES MAY 4, 1959

Rec'd for record Feb 7, 1958 at 11:27 AM

Mailed to The Maryland Title Guarantee Co.

App. No. 135,637
TCC:abp
MORTGAGE
I

WALTER B. R. WRIGHT, JR., AND

KATHARINE M. WRIGHT, HIS WIFE

to

AETNA LIFE INSURANCE COMPANY

Received for Record at _____ o'clock _____ M. Same day recorded in Liber _____ Folio _____ & one of _____ Land Records of _____ 1958 FEB - 7 27
NO 1184 FOLIO 217
GTC

Cost of Record \$ 1.25
16-8 Clerk
THE MARYLAND TITLE GUARANTEE CO.
225 E. CALVERT ST. BALTIMORE, MD.

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

LIBER 132 PAGE 452

AETNA LIFE INSURANCE COMPANY

Plaintiff

vs.

WALTER B. R. WRIGHT, JR. and

KATHARINE M. WRIGHT, his wife
Defendants

IN THE
CIRCUIT COURT

OR FOR

~~EXCELSIOR CITY~~
ANNE ARUNDEL COUNTY

No. 14,245 Equity
Docket Folio

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared Catherine H. Billingsley, Agent
for Aetna Life Insurance Company

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

are

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

are

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

have

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

are

(4) said defendants ~~is~~ not ~~a~~ members of the Enlisted Reserve Corps who has been or-
dered to report for military service.

Catherine H. Billingsley
Affiant.
W. W. WUSLEY

Subscribed and sworn to before me

16th day of February 1961.

Charles B. Reiny
Notary Public



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1961 FEB 24 AM 9:57

LIBER 132 PAGE 453

AETNA LIFE INSURANCE COMPANY	:	IN THE
	:	
Plaintiff	:	CIRCUIT COURT
	:	
vs.	:	FOR
	:	
WALTER B. R. WRIGHT, JR. and	:	ANNE ARUNDEL COUNTY
KATHARINE M. WRIGHT, his wife	:	<i>No. 14245 Equity</i>
	:	
Defendants	:	
	:	

.....

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Aetna Life Insurance Company under mortgage from Walter B. R. Wright, Jr. and Katharine M. Wright, his wife, to Aetna Life Insurance Company, dated February 5, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1184, Folio 214, etc.:

Amount of principal due-----	\$11,322.12
Interest at 6% from 11/1/60	
through 2/1/60-----	<u>169.83</u>
	\$11,491.95
Less balance of deposit for taxes, etc.-----	<u>193.92</u>
Net indebtedness as of 2/1/61-----	\$11,298.03

AETNA LIFE INSURANCE COMPANY

By: *Catherine H. Billingsley*
(Catherine H. Billingsley, Agent)

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1961 FEB 24 PM 9:57

7

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th day of February, 1961, before me, a Notary Public of the State of Maryland, City of Baltimore, personally appeared CATHERINE H. BILLINGSLEY, Agent for Aetna Life Insurance Company, the Plaintiff in the above entitled case, and made oath that the foregoing is a true statement of the amount remaining due and unpaid, according to the books and records of the Association.

Charles Bentley

Notary Public



8

DECREE FOR SALE OF MORTGAGE PREMISES

AETNA LIFE INSURANCE COMPANY

vs.

WALTER B. R. WRIGHT, JR. et al

IN THE
CIRCUIT COURT

—OF—

~~REGISTRATION~~

ANNE ARUNDEL COUNTY

No. 14,245 Equity
TERM, 19...

LIBER 132 PAGE 455

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

It, is, Thereupon, This *24th* day of February in the year
nineteen hundred and *sixty-one*, by the Circuit Court of ~~REGISTRATION~~ Anne Arundel Co.
ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings
mentioned be sold, at or after any one of the periods limited in the mortgage filed for the for-
feiture of said mortgage; that *William A. Fisher, Jr.*
be and he *is* hereby appointed Trustee to make said sale, and
that the course and manner of his proceedings shall be as follows: he
shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by
hi mself and a surety or sureties to be approved by this Court, or by the
Clerk thereof, in the penalty of *thirteen thousand* Dollars, conditioned
for the faithful performance of the trust reposed in him by this decree, or to be
reposed in him by any future Decree or Order in the premises: he shall
then proceed to make the said sale, having given at least three weeks' notice by advertise-
ment, inserted in such daily newspaper or newspapers published in the City of Baltimore, as
he shall think proper, of the time, place, manner and terms of sale, which
shall be ~~one third cash, the balance in six and twelve months for all cash as the purchaser~~

a deposit of Five Hundred Dollars (\$500) in cash, or certified check, the balance in cash upon ratification of the sale by the Circuit Court of Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to date of settlement, expenses, including taxes, public charges, special paving tax, if any, and water rent, to be adjusted to date of sale.

~~may effect the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee;~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall

return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,

to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property

and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged

his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.


Judge

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1961 FEB 25 AM 11:49

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KNOW ALL MEN BY THESE PRESENTS:

LIBER 132 PAGE 457

THAT WE WILLIAM A. FISHER, JR. as principal, and AETNA CASUALTY AND SURETY COMPANY a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand (\$13,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this March day of in the year of our Lord one thousand nine hundred and sixty-one

WHEREAS, the above bounden William A. Fisher, Jr. Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~the State of Maryland~~ has been appointed trustee to sell the fee simple property

mentioned in the proceedings in the case of Aetna Life Insurance Company

vs.

Walter B. R. Wright, Jr. and Katharine M. Wright, his wife now pending in said Court:

Now the Condition of the above Obligation is such,

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

Signed, sealed and delivered in the presence of

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the a corporation of the State of does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this day of 19

ATTEST:

By: Vice President

Assistant Secretary

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

19

1951 MAR-2 9:21 Assistant Secretary

Bond approved this 2nd day of March 1961

George T. Cromwell Clerk



AETNA LIFE INSURANCE COMPANY : IN THE
 VS. : CIRCUIT COURT
 WALTER B.R. WRIGHT, JR. et. al. : OF
 ANNE ARUNDEL COUNTY, IN EQUITY
 No. 142~~4~~⁵

LIBER 132 PAGE 458

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 4th day of April, 1961, sold the property described in the attached advertisement of sale at and for the sum of SIXTEEN THOUSAND (\$16,000⁰⁰) Dollars Being at that figure the highest bid therefore, and I further certify that the sale was fairly made.

A.J. BELLIG & CO.
 BY Jack B.
 Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 4th day of April, 1961, purchased the property described in the attached advertisement of sale from William A. Fisher, Jr., Trustee, at and for the sum of SIXTEEN THOUSAND Dollars (\$16,000⁰⁰) and I^k hereby agree to comply with the terms of the sale as set forth in the attached advertisement of sale.

TEST: M. Blum
K. B. Wetzel
 Purchaser
La Rue Wetzel
 Purchaser

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 1961 APR -7 PM 1:39

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REPORT OF SALE

LIBER 132 PAGE 459

AETNA LIFE INSURANCE COMPANY

IN THE

Plaintiff

CIRCUIT COURT

Vs.

FOR

WALTER B. R. WRIGHT and
KATHARINE M. WRIGHT, his wife

ANNE ARUNDEL COUNTY

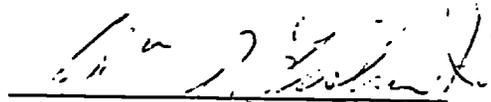
Defendants

Equity No. 142⁴/₅

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

The Report of Sale of WILLIAM A. FISHER, JR., Trustee, appointed by the decree in the above entitled cause, to make sale of Fee Simple Property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in "The Maryland Gazette", a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday, the 4th day of April, 1961, at 2 o'clock P.M. attend on the premises and then and there sold the Fee Simple property described in the attached advertisement to K. B. Wetzel and LaRue Wetzel, his wife, for the sum of \$16,000.00, said amount being the highest amount bid therefor at that sale.

Respectfully submitted,



Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 5th day of April, 1961, before

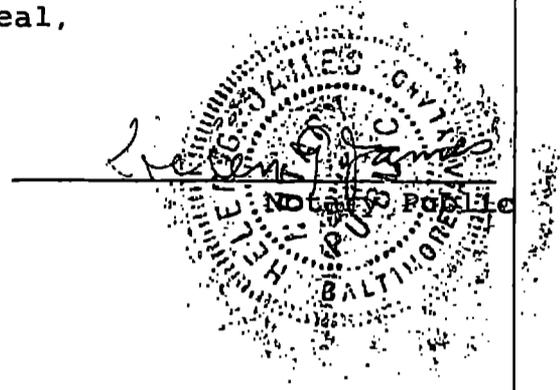
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me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM A. FISHER, JR., Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal,



ORDER NISI

AETNA LIFE INSURANCE COMPANY

LIBER 132 PAGE 461
IN THE

CIRCUIT COURT

versus
WALTER B. R. WRIGHT and
KATHARINE M. WRIGHT, his wife

FOR
ANNE ARUNDEL COUNTY

No. 14,245 Equity

Ordered, this 7th day of April, 1961, That the sale of the
Property in these proceedings mentioned
made and reported by William A. Fisher, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th
day of May next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 15th
day of May next.

The report states that the amount of sale was \$ 16,000.00

FILED 1961 APR 7 PM 1:39

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

AETNA LIFE INSURANCE COMPANY

IN THE

CIRCUIT COURT

versus
WALTER B. R. WRIGHT and
KATHARINE M. WRIGHT, his wife

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th 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 re-
quired by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

D. Bonnie Dinkelt
JUDGE.

FILED

1961 MAY 17 PM 12:34

14

SEMMES, BOWEN & SEMMES,
Solicitors
10 Light Street
Baltimore, Md.

Trustee's Sale

TWO-STORY MODERN FRAME
DUTCH COLONIAL COTTAGE
SITUATED ON EAST SIDE OF
RIVIERA DRIVE TO THE N. OF
FT. SMALLWOOD RD. IN BAR
HARBOR, ANNE ARUNDEL CO.,

MARYLAND (VACANT)

By Virtue of a Decree of the Circuit Court of Anne Arundel County, Equity Case No. 14225, the undersigned Trustee will sell at public auction on the premises

On Tuesday,
APRIL 4, 1961

At 2:00 O'clock P.M.

ALL THAT LOT OF GROUND
AND IMPROVEMENTS THERE-
ON, situated in Anne Arundel Co.,
Maryland, and described as follows:

BEGINNING for the same at a pipe set on the southeast side of the Tick Neck Road on the lot line between the Lots Nos. 4 and 5, as shown on a plat by Edward Hall, Jr., in January 1941, of Re-Survey of Land on Bar Harbor Road for Mrs. S. M. Johnson, which point of beginning is south twenty-eight degrees fifty minutes west two hundred and twenty-two and twenty-five one-hundredths feet from a pipe previously set at the end of the third line of the conveyance from E. P. Johnson to R. L. Johnson by Deed dated July 20, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 68, folio 207, etc., thence leaving lot No. 5 and with said road south twenty-eight degrees fifty minutes West Fifty-five and six-tenths feet to a nail in a post at corner of Lot No. 3, thence with Lot No. 3, south sixty-one degrees ten minutes East one hundred sixty-two and two-tenths feet to a stake thence leaving Lot No. 3, North twenty-eight degrees fifty minutes East fifty-five and six-tenths feet to a nail set on the corner of a line fence on the lot lines between Lots No. 4 and 5; thence with Lot No. 5, North sixty-one degrees ten minutes West one hundred sixty-two and two-tenths feet to the beginning. Being Lot No. 4, Plat hereinabove referred to, and recorded in Plat Book 17, Folio 24. IN FEE-SIMPLE.

No. 1

15

IMPROVED by a 2-story with basement, frame Dutch Colonial cottage, consisting of as follows: 1st floor—living room, dining room, kitchen, den, bedroom and bath; 2nd floor—3 bedrooms and bath. Also office in basement. Hot air Oil Heat.

TERMS: A deposit of \$500.00 in cash or certified check; the balance in cash upon ratification of sale by the Circuit Court of Anne Arundel Co. The unpaid purchase money to bear interest from date of sale to date of settlement. Expenses, including taxes and public charges, special paying tax, if any, and water rent, to be adjusted as of date of sale.

WM. A. FISHER, JR., Trustee
A. J. BILLIG & CO., AUCTS.
PL 2-8440 18 E. Fayette St.,
Baltimore 2, Md.

M-30

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132
PAGE 462

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1961

We hereby certify, that the annexed

Trustee's Sale
Case No. 14-225

Riviera Drive in Bar Harbor

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 April, 1961. The first

insertion being made the 9th day of

March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

EJDD

1961 Apr 10
AM 10:30

By

H. Tilghman

SEMMES, BOWEN & SEMMES,
Solicitors
10 Light Street
Balto., Md.

Trustee's Sale

TWO-STORY MODERN FRAME
DUTCH COLONIAL COTTAGE
SITUATED ON EAST SIDE OF
RIVIERA DRIVE TO THE N. OF
FT. SMALLWOOD RD., IN BAR
HARBOR, ANNE ARUNDEL CO.,
MARYLAND (VACANT)

By Virtue of a Decree of the Circuit Court of Anne Arundel County, Equity Case No. 14225, the undersigned Trustee will sell at public auction on the premises

On Tuesday,

APRIL 4, 1961

At 2:00 O'clock P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS THEREON, situated in Anne Arundel Co., Maryland, and described as follows:

BEGINNING for the same at a pipe set on the southeast side of the Tick Neck Road on the lot line between the Lots Nos. 4 and 5, as shown on a plat by Edward Hall, Jr., in January 1941, of Re-Survey of Land on Bar Harbor Road for Mrs. S. M. Johnson, which point of beginning is south twenty-eight degrees fifty minutes west two hundred and twenty-two and twenty-five one-hundredths feet from a pipe previously set at the end of the third line of the conveyance from E. P. Johnson to R. L. Johnson by Deed dated July 20, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 68, folio 207, etc., thence leaving lot No. 5 and with said road south twenty-eight degrees fifty minutes West Fifty-five and six-tenths feet to a nail in a post at corner of Lot No. 3, thence with Lot No. 3, south sixty-one degrees ten minutes East one hundred sixty-two and two-tenths feet to a stake thence leaving Lot No. 3, North twenty-eight degrees fifty minutes East fifty-five and six-tenths feet to a nail set on the corner of a line fence on the lot lines between Lots No. 4 and 5; thence with Lot No. 5, North sixty-one degrees ten minutes West one hundred sixty-two and two-tenths feet to the beginning. Being Lot No. 4, Plat hereinabove referred to, and recorded in Plat Book 17, Folio 24, IN FEE-SIMPLE.

IMPROVED by a 2-story with basement, frame Dutch Colonial cottage, consisting of as follows: 1st floor—living room, dining room, kitchen, den, bedroom and bath; 2nd floor—3 bedrooms and bath. Also office in basement. Hot air Oil Heat.

TERMS: A deposit of \$500.00 in cash or certified check; the balance in cash upon ratification of sale by the Circuit Court of Anne Arundel Co. The unpaid purchase money to bear interest from date of sale to date of settlement. Expenses, including taxes and public charges, special paving tax, if any, and water rent, to be adjusted as of date of sale.

WM. A. FISHER, JR., Trustee
A. J. BILLIG & CO., AUCTS.
PL 2-8440 16 E. Fayette St.,
Baltimore 2, Md.

M-30

OFFICE C

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 463

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1961

We hereby certify, that the annexed

Trustee's Sale

Case No. 14, 245

Riviera Drive in Bar Harbor

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 4th

day of April, 1961. The first

insertion being made the 9th day of

March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 APR 10 AM 10:30

By H. Tilghman

LIBER 132 PAGE 464

KNOW ALL MEN BY THESE PRESENTS:

No. 14245 Equity

THAT WE William A. Fisher, Jr. as principal, and Aetna Casualty and Surety Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand 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 April, in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden William A. Fisher, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel Co. Baltimore City, has been appointed trustee to sell the Fee Simple Property

mentioned in the proceedings in the case of AETNA LIFE INSURANCE CO. vs.

WALTER B. R. WRIGHT, Jr.

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Signed, sealed and delivered in the presence of [Signatures]

[Signatures and Seals of William A. Fisher, Jr. and Aetna Casualty & Surety Co.]



State of Maryland, Baltimore City, set: KNOW ALL MEN BY THESE PRESENTS: That the a corporation of the State of does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said duly affixed by its Vice-President and attested by its Assistant Secretary, this day of 19 ...

ATTEST: Assistant Secretary Vice President

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

Additional Bond approved this 18 day of April 1961 George T. Cromwell Clerk

FILED Assistant Secretary 1961 APR 18 AM 9:31

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 465

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
NO. 14,245 EQUITY
Aetna Life Insurance Company

versus

WALTER B. R. WRIGHT and
KATHARINE M. WRIGHT, his
wife

Ordered, this 7th day of April, 1961, That the sale of the Property in these proceedings mentioned, made and reported by William A. Fisher, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

The report states that the amount of sale was \$16,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
M-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq 14,245

Walter B. R. Wright

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 15th

day of May, 1961. The first

insertion being made the 13th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY -8 PM 3:56

No. M. G. 20190

Aetna Life Insurance Company

vs.

Walter B. R. Wright, Jr.,

and

Katharine M. Wright, his wife

In the
Circuit Court

For

Anne Arundel County

No. 14,245

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.

August 2, 1961

Laura K. Jackling
Auditor.

FILED
1961 AUG -7 AM 10:40

Dr.

Aetna Life Insurance Co. vs. Walter B. R. Wright, Jr., and
Katharine M. Wright, his wife

in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	517	44	617	44
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	50		
Auditor - stating books account and three copies	27	00		
Auditor - re-stating account and three copies	13	50	84	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	98	56		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
A.S. Abell Co. - advertising sale	41	00		
The Daily Record Co. - advertising sale	19	11		
E. J. Chaffon - judgment search	2	50		
Aetna Casualty & Surety Co.-bond premiums	64	00		
A. J. Billig & Co.-auctioneer's commission	460	00		
One-half Federal documentary stamps	8	80		
One-half State documentary stamps	17	60		
Long distance telephone calls	1	00		
Helen G. James - notary fee		50	740	07
To Trustee for Benefit Charges, viz:				
Metered water due 4/4/61	17	40	17	40
To Aetna Life Insurance Company, mortgagee- in full for mortgage claim, viz:				
Amount of mortgage claim filed	11,298	03		
Interest @ 6% from 2/1/61 to 9/12/61 - 7 months 12 days	418	03		
1961 State and County taxes paid by mortgagee	226	46		
1961 water and sewer benefit charges paid by mortgagee	19	46	11,961	98
To Kermit B. Wetzel and LaRue Wetzel, his wife, second mortgagees - this balance on account second mortgage claim	3,008	84	3,008	84
			16,429	73
Amount of second mortgage claim filed	5,163	05		
Interest @ 6% on principal balance of \$5,100.00 from 4/4/61 to 9/12/61 - 5 months 8 days	134	30		
	5,297	35		
Cr. Amount allowed above	3,008	84		
Balance subject to decree in personam	2,288	51		

with

Cr.

William A. Fisher, Jr., Trustee

1961
Apr.

4

Proceeds of Sale

16,000 00

Interest on deferred payment of
\$15,200.00 - 100 days

248 06

16,248 06

Refund 1961 State and County taxes -
8 months 26 days

167 31

Refund 1961 water and sewer benefit
charges - 8 months 26 days

14 36

181 67

16,429 73

ORDER NISI

Aetna Life Insurance Company

VERSUS

Walter B. R. Wright, Jr.,

and

Katharine M. Wright, his wife

No. 14,245

Equity.

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

1961 AUG - 7 AM 10:40

FILED

ORDERED, This 7th day of August, 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 11th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of September, 1961, that the foregoing 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.

U. Boni Durbett

FILED
1961 SEP 13 PM 3:14

22

Maryland Gazette

LIBER 132 PAGE 470

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

Order Nisi.
 IN THE CIRCUIT COURT FOR
 ANNE ARUNDEL COUNTY
 NO. 14,245 Equity
 Aetna Life Insurance Company
 versus
 WALTER B. R. WRIGHT, JR.
 and
 KATHARINE M. WRIGHT, his
 wife
 Ordered, this 7th day of August,
 1961. That the Report and Ac-
 count 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
 11th day of September next; Pro-
 vided, a copy of this Order be in-
 serted in some newspaper pub-
 lished in Anne Arundel County,
 once in each of three successive
 weeks before the 11th day of Sep-
 tember next.
 GEORGE T. CROMWELL, Clerk
 True Copy, TEST:
 GEORGE T. CROMWELL, Clerk
 A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 7*, 19*61*

We hereby certify, that the annexed -----

Order Nisi, Eq. 14,245
Auditor Account.

Walter B. R. Wright, 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 *11th* -----

day of *September*, 19*61*. The first

insertion being made the *10th* ----- day of

August, 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. *22746* 1961 SEP -8 PM 4:11 By *H. Tilghman*

FRED J. VAN SLYKE ATTORNEY NAMED IN	:	IN THE
THE MORTGAGE FROM GABRALE SHACKA	:	CIRCUIT COURT
AND MARY ELIZABETH SHACKA, HIS WIFE	:	OF
TO BOHEMIAN BUILDING, LOAN AND	:	ANNE ARUNDEL COUNTY
SAVINGS ASSOCIATION "SLAVIE"	:	IN EQUITY
OF BALTIMORE CITY	:	<i>No. 14, 273.</i>
vs.	:	Docket 19 Folio 300
GABRALE SHACKA and	:	
MARY ELIZABETH SHACKA, HIS WIFE,	:	

.....

MR. CLERK:

Please docket a suit in the above entitled case and file the within Exhibit.


 Fred J. Van Slyke, Attorney
 named in the Mortgage

This Mortgage, Made this 6th day of December, in the year

one thousand, nine hundred and sixty, between

10811

GABRALE SHACKA AND MARY ELIZABETH SHACKA, HIS WIFE,

of Anne Arundel County, in the State of Maryland, Mortgagor, and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION, "SLAVIE", OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Four thousand five hundred (\$4500.00) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6 %) per annum computed monthly by the payment of Fifty-four and 75/100 (\$54.75) Dollars, on or before the 6th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest and such fines and charges as may be imposed, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this mortgage.

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

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

does grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all those lots of ground situate and lying in the Third Election District of Anne Arundel County, in said State, the improvements thereon being known as and described as follows:

BEING known and designated as Lots Nos. 22, 23, and 24, in Block M, as shown on the Plat of Marley Park Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 2, folio 19.

BEING the same lots of ground fee simple title to which were acquired by the Mortgagors herein by the two following Deeds, one dated February 23, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 457, folio 590, from Michael Shacka and Wife; and one dated February 27, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 458, folio 187, from Sarah J. Stouffer and Husband.

990



1961 MAR -9 PM 3:22

Subject to restrictions and easements of record.

IF the above mortgage loan is paid off in full within five years from the date hereof, the Mortgagee may make a charge of three per cent (3%) of the amount prepaid.

AT Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per cent (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.

AND THE SAID MORTGAGOR, hereby covenants and agrees with the said Mortgagee, its successors and assigns, that should taxes, water rates or other public charges or insurance rates be increased above the amounts now fixed or levied, or should there be any deficiency for any reason in the expense account as set up by the Mortgagee for said Mortgagor, then the said Mortgagor, will on demand, pay such deficiency and increase the aforesaid monthly payments to provide against further deficiencies.

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said Mortgagor hereby assigns to said Mortgagee, its successors and assigns; and upon default in any of said covenants, said Mortgagee, its successors and assigns, is hereby authorized to collect said rents and profits.

TO HAVE AND TO HOLD the said lot^s of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of \$-~~

IF HOWEVER the said Mortgagor shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; (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. The Mortgagee, its successors or assigns, being hereby authorized to pay the same when payable, and the amount so paid shall then be added to the principal debt named herein and bear interest at the same rate due on the principal of this Mortgage from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assign without the Mortgagee's written

consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

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 in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes and directs the said Mortgagee, its successors and assigns, or

-----FRED J. VAN SLYKE, its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to 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 it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars (\$75.00) to the attorney or solicitor instituting such proceedings; and the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the Mortgagor, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and 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 order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said Mortgagee, its successors and assigns, or ----- FRED J. VAN SLYKE, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars (\$100.00), for conducting the proceeding, plus such other counsel fees and expenses as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, his heirs, personal representatives or assigns.

THAT the Mortgagor specially warrants the property herein mortgaged and the Mortgagor will execute such further assurances thereof 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; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

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

Test: Gabrale Shacka (Seal)
GABRALE SHACKA
Mary Elizabeth Shacka (Seal)
MARY ELIZABETH SHACKA

Fred J. Van Slyke
Fred J. Van Slyke

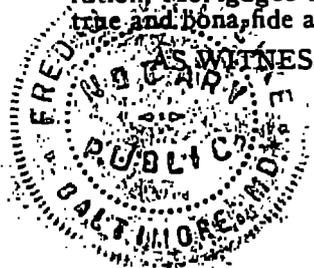
STATE OF MARYLAND, BALTIMORE CITY, ss

I HEREBY CERTIFY, that on this 6th day of December, one thousand, nine hundred and sixty, before me, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Gabrale Shacka and Mary Elizabeth Shacka,

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 VLAST KOENIGSMARK, President of the within named corporation; 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.

----- AS WITNESS my hand and Notarial Seal.



750 Fred J. Van Slyke
Fred J. Van Slyke Notary Public.

Rec'd for record Dec. 7, 1960 at 9:09 A.M.
Mailed to Van Slyke & Doyle

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

FRED J. VAN SLYKE, ATTORNEY NAMED
IN THE MORTGAGE FROM GABRALE SHACKA
AND MARY ELIZABETH SHACKA, HIS WIFE,
TO BOHEMIAN BUILDING, LOAN AND
SAVINGS ASSOCIATION "SLAVIE"
OF BALTIMORE CITY

LIBER 132 PAGE 475

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

No. 14, 273

Docket 19 Folio 300

vs.

GABRALE SHACKA and

MARY ELIZABETH SHACKA, HIS WIFE

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
Baltimore County
and for ~~said City~~ personally appeared Fred J. Van Slyke, Attorney for
BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF
BALTIMORE CITY
and made oath in due form of law that he (she) knows the defendant herein, and that to
the best of his (her) information, knowledge and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Fred J. Van Slyke
Affiant
Fred J. Van Slyke

Subscribed and sworn to before me
this 8th day of March 19 61



James Doyle 3rd
Notary Public
James Doyle 3rd

STATEMENT OF MORTGAGE CLAIM

FRED J. VAN SLYKE ATTORNEY NAMED IN THE MORTGAGE FROM GABRALE SHACKA AND MARY ELIZABETH SHACKA, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

LIBER 132 PAGE 476 IN THE

CIRCUIT COURT

— OF —

GABRALE SHACKA and MARY ELIZABETH SHACKA, HIS WIFE,

BALTIMORE CITY ANNE ARUNDEL COUNTY No. 14,273 IN EQUITY Docket 19 Folio 300

STATEMENT OF MORTGAGE DEBT

BRoadway 6-6240

Bohemian Building, Loan & Savings Association "SLAVIE"

730 NORTH COLLINGTON AVENUE BALTIMORE 5, MARYLAND

AUTHORITY FOR RELEASE OF MORTGAGE

March 6 19 61

The following is a statement of your account at the date indicated. Payment of the amount shown may be made to the Association or to: Van Slyke & Doyle, Attys. 730 N. Collington Ave., Baltimore 5, Md. Check should be made payable to: Bohemian Building, Loan and Savings Assn. "SLAVIE".

ACCOUNT No. B6-2345 NAME OF MORTGAGOR Gabrale and Mary E. Shacksa PROPERTY MORTGAGED 207 Highland Road

STATEMENT OF ACCOUNT

Table with columns for description and amount. Rows include: PRINCIPAL PAYMENT REQUIRED FOR RELEASE OF 207 Highland Road; ORIGINAL AMOUNT OF LOAN DATED Dec. 6, 1960 \$4,500.00; PAID ON ACCOUNT OF PRINCIPAL; BALANCE DUE \$4,500.00; EXPENSE ACCOUNT: LESS: CREDIT BALANCE 60.00; DEBITED AMOUNT Credit-Loan in process 501.58 \$3,938.42; INTEREST 4 months 90.00; PRE-PAYMENT FEE; RELEASE FEE; PREPARING STATEMENT; TOTAL AMOUNT DUE \$4,028.42

1960 TAXES PAID \$ GROUND RENT DUE fee simple PAID \$ INSURANCE POLICY # 4 08 29 AMT. \$ 4,500 EXPIRES: Dec. 6, 1963 COMPANY Insurance Company of North America

The above statement is good until April 6th. If settlement is not made by this date, add \$ per month.

Statement ordered by: Van Slyke and Doyle, Attys.

1961 MAR -9 PM 3:32 Stephen A. Pratt Authorized Signature

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 8th day of March in the year nineteen hundred and sixty-one, before me, a Notary Public of the County State of Maryland, in and for said City of Baltimore, personally appeared Stephen A. Pretl, Secretary of Bohemian Building, Loan and Savings Association "Slavie" 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,

Fred J. Van Slyke

Fred J. Van Slyke, Notary Public.



7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 132 PAGE 478

LIBER 10 PAGE 566

BOND OF Attorney

To SELL Real Estate

No. 14,273 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke, 730 N. Collington Avenue, Baltimore 5, Maryland

as Principal , and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and 00/100 - - - - - Dollars (\$ 4,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of April , in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Gabrale Shacka and Mary Elizabeth Shacka, h/wto Bohemian Building Loan & Savings Association "Slavie" of Baltimore City bearing date the 6th day of December , 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1444 Folio 92 and

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

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

Fred J. Van Slyke

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

Antoinette Van Slyke
Antoinette Van Slyke

Fred J. Van Slyke (SEAL)
Fred J. Van Slyke
..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Robert J. Noeth
Robert J. Noeth
Attorney in fact.

bond approved this 17th day of April 1961
George T. Cromwell Clerk

FILED
1961 APR 17 AM 9:43

VAN SLYKE MOYLE,
Attorney
730 N. Collington Ave.,
Baltimore, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a mortgage from Gabrale Shacks and Mary Elizabeth Shacks, his wife, to Bohemian Building, Loan and Savings Association, "Slavie", of Baltimore City, dated December 6, 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

207 HIGHLAND AVENUE
(Marley Park Beach)

**ON TUESDAY,
APRIL 18, 1961**

at 2:00 o'clock P. M.

All that fee simple lot of ground situate and lying in the 3rd Election District of Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 22, 23, and 24, in Block M, as shown on the Plat of Marley Park Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 2, Folio 19. The improvements thereon being known as No. 207 Highland Avenue; improved by a dwelling.

Terms of Sale: A cash deposit of \$500 will be required of the purchaser at the time and place of the 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 date of 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.

FRED J. VAN SLYKE,
Attorney named in Mortgage
ALEX COOPER, Auctioneer
PL. 2-4868

No. 212 N. Calvert St., Balto., Md., A-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132
PAGE 479

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed

Attorney's Sale

Gabrale Shacks

Equity No. 14,273

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 18th

day of April, 1961. The first

insertion being made the 23rd day of

March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 APR 17 AM BY 58

Tilghman

9

THE BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION, "SLAVIE", OF BALTIMORE CITY

IN THE CIRCUIT COURT FOR

VS

ANNE ARUNDEL COUNTY (In Equity)

GABRALE SHACKA AND MARY ELIZABETH SHACKA, his wife

70-14273

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 18th day of April, 1961, sold the property described in the attached advertisement of sale at and for the sum of \$ 5,050 - to Arundel Home Finance Corp, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper ALEX COOPER, AUCTIONEER

PURCHASER'S AGREEMENT

I hereby certify that I have this 18th day of April, 1961, purchased the property described in the attached advertisement of sale from Fred J. Van Slyke, Attorney named in the mortgage, at and for the sum of \$ 5,050.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Arundel Home Finance Corp By J. Robin Davis Purchaser

Purchaser

Test:

Class of Fene-gamer

VAN SLYKE & DOYLE, Attorneys 730 N. Collington Ave., Baltimore, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a mortgage from Gabrale Shacka and Mary Elizabeth Shacka, his wife, to Bohemian Building, Loan and Savings Association, "Slavie", of Baltimore City, dated December 6, 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1400, folio 428, (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises

207 HIGHLAND AVENUE (Marley Park Beach)

ON TUESDAY, APRIL 18, 1961

at 2:00 o'clock P. M.

All that fee simple lot of ground situate and lying in the 3rd Election District of Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 22, 23, and 24, in Block M, as shown on the Plat of Marley Park Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 2, Folio 19. The improvements thereon being known as No. 207 Highland Avenue; improved by a dwelling.

Terms of Sale: A cash deposit of \$500 will be required of the purchaser at the time and place of the 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 date of 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.

FRED J. VAN SLYKE, Attorney named in Mortgage ALEX COOPER, Auctioneer PL. 2-4868 212 N. Calvert St., Balto., Md., A-13

FILED

1961 APR 29 AM 11:33

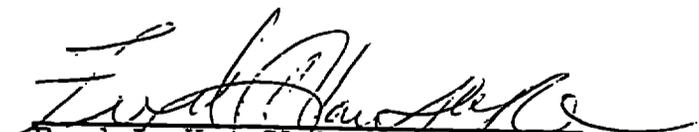
FRED J. VAN SLYKE, ATTORNEY NAMED	:	IN THE
IN THE MORTGAGE FROM GABRALE SHACKA	:	CIRCUIT COURT
AND MARY ELIZABETH SHACKA, HIS WIFE,	:	FOR
TO BOHEMIAN BUILDING, LOAN AND	:	ANNE ARUNDEL COUNTY
SAVINGS ASSOCIATION "SLAVIE"	:	IN EQUITY
OF BALTIMORE CITY	:	Docket 19, Folio 300
vs.	:	Case No. 14273
GABRALE SHACKA and	:	
MARY ELIZABETH SHACKA, HIS WIFE	:	

.....

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:-

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage by the mortgage in the above entitled cause to make sale of fee simple property known as No. 207 Highland Avenue, in the Third Election District of Anne Arundel County, State of Maryland, in the proceedings in said cause mentioned respectfully shows, that the said Attorney 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 advertisement inserted in the Maryland Gazette, a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Tuesday, April 18th, 1961, at 2:00 o'clock p.m. attend on the premises and then and there sold fee simple property known as No. 207 Highland Avenue, Marley Park Beach, Anne Arundel County, Maryland unto ARUNDEL HOME FINANCE CORP. at and for the sum of FIVE THOUSAND FIFTY DOLLARS (\$5,050.00) said property being described as follows:-

Being known and designated as Lots Nos. 22, 23, and 24, in Block M, as shown on the Plat of Marley Park Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 2, Folio 19. The improvements thereon being known as No. 207 Highland Avenue; improved by a dwelling.


 Fred J. Van Slyke, Attorney
 named in the Mortgage

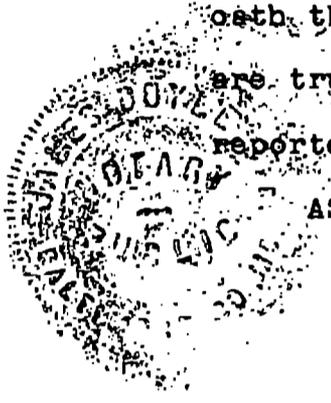
FILED
APR 29 AM 11:33

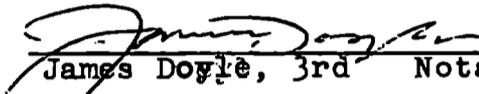
FILED
1961 APR 29 AM 11:

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 27th day of April, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.




James Doyle, 3rd Notary Public

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

LIBER 132 PAGE 484

STATE OF MARYLAND

LIBER 10 PAGE 586

ADDITIONAL BOND OF Attorney

To SELL Real Estate

Equity No. 14,273

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke
730 N. Collington Avenue, City of Baltimore, State of Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the
laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the
full and just sum of One Thousand , Fifty and no/100 - - - - -
Dollars (\$1,050.00), to be paid to the said State or its certain Attorney, to which payment well
and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors,
administrators, successors or assigns, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage
from Gabrale Shacka and Mary Elizabeth Shacka, h/w to Bohemian Building
Loan and Savings Association "Slavie" of Baltimore City bearing date the
6th day of December , 1960 and recorded among the Land
Records of Anne Arundel County in Liber GTC
No. 1444 Folio 92 ~~xxxk~~

is about to sell the land and premises described in said mortgage, default having been made in the pay-
ment 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

Fred J. Van Slyke

do and shall well and truly and faithfully perform the trust reposed in him under the mort-
gage 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 obli-
gation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Fred J. Van Slyke (SEAL)
Fred J. Van Slyke

Antoinette Van Slyke
Antoinette Van Slyke

UNITED STATES FIDELITY AND GUARANTY COMPANY

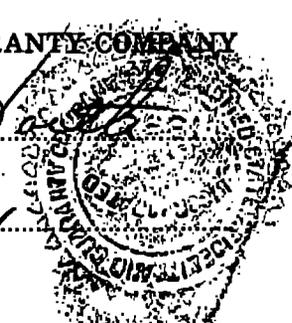
By *Robert J. Noeth*
Robert J. Noeth
Attorney in fact.

Muriel C. Bell additional
Witness as to Surety Bond approved this *May* day of *May* 19*61*

George T. Cromwell Clerk

1961 MAY -6 AM 11:01

FILED



OFFICE OF

Maryland Gazette

LIBER 132 PAGE 485

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14-273

Gabrale Shacka

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 June, 1961. The first

insertion being made the 4th day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
 No. 14,273 Equity
FRED J. VAN SLYKE,
 Attorney named in the Mortgage
 from **GABRALE SHACKA** and
MARY ELIZABETH SHACKA, his
 wife
 To **BOHEMIAN BUILDING, LOAN**
and SAVINGS ASSOCIATION
 "SLAVIE" of Baltimore City
 vs.
GABRALE SHACKA and **MARY**
ELIZABETH SHACKA His wife
 Ordered, this 1st day of May
 1961, That the sale of the pro-
 perty in these proceedings men-
 tioned made and reported by Fred
 J. Van Slyke, Attorney named in
 the Mortgage **BE RATIFIED AND**
CONFIRMED, unless cause to the
 contrary thereof be shown on or
 before the 5th day of June next;
 Provided, a copy of this Order
 be inserted in some newspaper
 published in Anne Arundel Coun-
 ty, once in each of three succes-
 sive weeks before the 5th day of
 June next.
 The report states that the
 amount of sale was \$5,050.00.
GEORGE T. CROMWELL Clerk.
 True Copy, TEST:
GEORGE T. CROMWELL Clerk.
 M-25

FILED

No. M. C. 26746 1961 MAY 31 PM 3:29

15

In the Case of

Fred J. Van Slyke,
Attorney named in Mortgage from
Gabrale Shacka and Wife
vs.
Gabrale Shacka
and
Mary Elizabeth Shacka, his wife

In the
Circuit Court

For
Anne Arundel County
No. 14,273 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.

[Dotted lines for text entry]

All of which is respectfully submitted.

August 1, 1961

Laura R. Jackling
Auditor.

FILED

1961 AUG -7 AM 10:37

14

Dr. Fred J. Van Slyke, Attorney named in Mortgage, etc, vs. Gabrale
Shacka and Mary Elizabeth Shacka, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	183	55	283	55
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	50		
Auditor - stating this account and two copies	22	50	66	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	54	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Sunpaper - advertising sale	33	10		
Alex Cooper - auctioneer's commissions	186	25		
U.S. Fidelity & Guaranty Co.-bond premiums	20	20		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	6	05		
James Doyle, 3rd - notary fees	1	00		
			330	87
To Attorney for Taxes, viz:				
1961 State and County taxes (\$93.89) - 3 months 18 days	28	15	28	15
To Attorney for Benefit Charges, viz:				
Metered water - 2 months	4	30	4	30
To Bohemian Building, Loan & Savings Ass'n, "Slavie" of Baltimore City, mortgagee - in full for mortgage claim, viz: Amount of mortgage claim filed Interest @ 6% on principal balance of \$3,938.42 from 3/6/61 to 9/6/61 - 6 months	4,028	42		
	118	15	4,146	57
To The J. F. Johnson Lumber Co., judgment creditor - this balance on account claim in No. A-5146 Law (Order 5/4/61)	258	81	258	81
			5,118	25
Amount of judgment claim (A-5146), viz:				
Debt	896	05		
Interest from 3/31/61 to 9/6/61	23	30		
Court costs	34	75		
Attorney's fee	89	61		
	1,043	71		
Cr. Amount allowed above	258	81		
Balance due	784	90		

with Fred J. Van Slyke, Attorney named in Mortgage

Cr.

1961				
Apr.	18	Proceeds of Sale	5,050	00
		Interest on deferred payment of		
		\$4,550.00 - 3 months 1 day	68	25
				5,118 25
				5,118 25

18

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Fred J. Van Slyke, Attorney named
in Mortgage from Gabrale Shacka
and Mary Elizabeth Shacka, his wife

VERSUS

Gabrale Shacka

and

Mary Elizabeth Shacka, his wife

No. 14,273

Equity.

1961 AUG - 7 AM 10:37

FILED
ORDERED, This 7th day of August, 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 11th
day of September next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
11th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of September, 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 SEP 13 PM 3:13

D. Bowie Dushett

19

Maryland Gazette

LIBER 132 PAGE 490

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1961

We hereby certify, that the annexed

Order nisi - Circ. Court. Eq. 14,273

Gabrale Shacka

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 11th

day of September, 1961. The first

insertion being made the 16th day of

August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 SEP -8 PM 4:12

Marie Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
NO. 14,273 EQUITY

FRED J. VAN SLYKE, Attorney
named in Mortgage from Gabrale
Shacka and Mary Elizabeth Shacka,
his wife

versus
GABRALE SHACKA and
MARY ELIZABETH SHACKA,
his wife

Ordered, this 7th day of August
1961, That the Report and Ac-
count 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
11th day of September next; Pro-
vided, a copy of this Order be
inserted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 11th day of Sep-
tember next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-24

No. M. G. 22747

JOHN M. BALDER, Attorney
Named in the Mortgage

vs.

ROLAND HOLLAND and
JOANNE HOLLAND, his wife

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Docket 18 Folio 329
Case No. 13,506

MR. CLERK:

Please docket the above entitled case and
file with the mortgage attached hereto and marked as
Exhibit "A".



JOHN M. BALDER, Attorney Named
in the Mortgage

FILED

1959 NOV -5 PM 3:29

LIBER 1250 PAGE 169

Equity No. 13,506

LIBER 132 PAGE 492

PURCHASE MONEY

THIS MORTGAGE, Made this --7th---day of -----November -----

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

ROLAND HOLLAND and JOANNE HOLLAND, his wife -----

Mortgagors of the County of Anne Arundel ----- in the State of Maryland, of the first part, and THE INDEPENDENT MUTUAL BUILDING ASSOCIATION, INC., a Body Corporate of the State of Maryland -----, Mortgagee, of the second part:

Whereas, the said parties of the first part, Mortgagors, are justly indebted unto the said party of the second part, Mortgagee, in the full sum of SIX THOUSAND--00/100-----(\$6,000.00)-----DOLLARS, for money this day loaned them, the receipt of which is hereby acknowledged by the said Mortgagors, being applied toward the purchase price of the property hereinafter described, which said sum of money the said Mortgagors hereby jointly and severally covenant and agree to repay ten (10) years from date hereof, with interest at the rate of six per centum (6%) per annum, until paid, principal and interest being payable at the Office of the said Mortgagee, in Baltimore, Maryland, in monthly installments of SIXTY-SIX--62/100-----(\$66.62)-----DOLLARS, commencing on the 6th day of December, 1958, and on the 6th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest shall be due and payable on the 6th day of November, 1968, if not sooner paid.

AND WHEREAS, the said Mortgagors further jointly and severally covenant that, together with and in addition to the monthly payments of principal and interest, they will pay to the Mortgagee on the 6th day of each month until the said debt is fully paid, one-twelfth of the annual taxes and other carrying charges due against the property described in this mortgage, these sums to be held in trust to pay the taxes and other assessments when due.

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

the said Mortgagors -----

----- do -- grant and convey unto the said Mortgagee, its successors, ----- and assigns,

in fee simple, all that ----- lot or parcel of ground situate and lying in the County of Anne Arundel, State ----- aforesaid, and described as follows, to wit:-----

ALL THAT LOT of ground situate and lying in the fourth district of Anne Arundel County in the State of Maryland, being part of a tract called Hammond's Enclosure or by whatever name or names the same may be known containing about 4.39 acres of land more or less and being known and distinguished as Lot No. 18 on the Plat of Hammonds Enclosure filed among the Land Records of Anne Arundel County on or about October 19, 1925 in Cabinet No. 1 Rod A folio 4, and being a part of the whole tract conveyed by Howard M. Emmons and wife to Charles J. Linke, recorded prior hereto with the right to the use in common with other owners of the lots shown thereon of all streets, lanes, alleys and roads shown upon said plat. SAVING AND EXCEPTING so much thereof as was conveyed by deed dated March 18, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, folio 523.

BEING the same lot of ground which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed by Esther L. Byrd, Widow, unto the within named Mortgagors.

FILED

1959 NOV -5 PM 3:29

EXHIBIT A

PRIVILEGE is reserved to pay this debt in full at any time, 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, a premium charge of one per centum (1%) of the principal amount thereof still unpaid shall be paid to the Mortgagee.

This mortgage is also intended and agreed to cover future advances to be made at the Mortgagee's option, in accordance with the provisions of Article 66, Section 2, Flack's Code, and any amendments thereto.

In the event the Mortgagors' equity herein is eliminated, either voluntarily or involuntarily, or execution is levied thereupon, then at the option of the Mortgagee the entire balance shall be accelerated and immediately due and payable.

That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of the property covered hereby; 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.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors -----
heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagors, their-----

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of SIX THOUSAND--00/100----- 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, its successors, ~~persons or representatives~~ or assign or John M. Balder, its duly authorized Attorney or Agent

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

And the said Mortgago~~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 Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby ---- covenant to pay, and the said Mortgagee, its successors, ~~personal representatives~~ or assigns, or John M. Balder, its ----- ~~the~~ said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

And the said part 1 ~~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 SIX THOUSAND--00/100----- 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 , its / ~~personal representatives~~ ^{successors-} ~~executors administrators~~ or assigns, to the extent of its ----- lien or claim hereunder.

Witness The ----- hands and seal s of tne within Mortgagors, the day and year first above written:

TEST:

Joanne C. Wintermute
Joanne C. Wintermute

Roland Holland [SEAL]
ROLAND HOLLAND
Joanne Holland [SEAL]
JOANNE HOLLAND
_____[SEAL]

State of Maryland, ---City of Baltimore ----- , ss: LIBER 1250 PAGE 172
I, Herby Certify, that on this ---7th---- day of November ----- in the year one thousand nine hundred and fifty eight ---- before me, a Notary Public ----- of the State of Maryland, in and for the City of Baltimore ----- aforesaid, personally appeared ~~ROLAND HOLLAND~~ and JOANNE HOLLAND, his wife ----- the Mortgagors named in the foregoing Mortgage, and tney - acknowledged the foregoing Mortgage to be their -----act. At the same time also appeared F. M. PRESTON, Vice President

of THE INDEPENDENT MUTUAL BUILDING 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.

Rec'd for record Nov 8, 1958 10:05 AM.

Mailed to John M. Balder

Joanne C. Wintermute
Joanne C. Wintermute

10.00

STATEMENT OF MORTGAGE CLAIM

LIBER 132 PAGE 495
IN THE

JOHN M. BALDER, Attorney

Named in the Mortgage

vs.

ROLAND HOLLAND and

JOANNE HOLLAND, his wife

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY
~~HANOVER COUNTY~~

Equity No. 12,506

STATEMENT OF MORTGAGE DEBT

Principal Balance	\$ 5663.76
Interest to 11/6/59	84.96
	<hr/>
	\$ 5748.72
Less: Expense Account Balance	75.71
	<hr/>
AMOUNT DUE:	\$ 5673.01

John M. Balder

JOHN M. BALDER
Attorney Named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of November in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared JOHN M. BALDER, Attorney Named in the Mortgage

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



As witness my hand and Notarial Seal,
1959 NOV 13 PM 3:29

Margaret L. Ambrose
Margaret L. Ambrose
Notary Public.

5
L

JOHN M. BALDER, Attorney *
Named in the Mortgage *

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

vs

ROLAND HOLLAND and *
JOANNE HOLLAND, his wife *

Docket 19 Folio 329
Case No. 13,506

* * * * *

PETITION FOR RETURN OF TRUSTEE'S BOND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John M. Balder, Trustee and Attorney named in the mortgage captioned above, respectfully represents unto Your Honor:

1. That on the 4th day of November, 1959, John M. Balder, Attorney named in the mortgage dated November 7, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1250 at Folio 169, instituted proceedings in foreclosure against the above named Defendants in the Circuit Court of Anne Arundel County.

2. That the mortgaged premises was duly advertised and scheduled for sale on the first day of November, 1960, at 2 o'clock p.m.

3. That the said John M. Balder filed a Trustee's Bond in the sum of \$7,500.00 with the Clerk of this Court on the 25th day of October, 1960.

4. That Defendants have paid all sums plus accrued interest past due on the said mortgage, and Petitioner has accordingly cancelled the sale of the mortgaged premises.

Whereupon Your Petitioner Prays:

a) That this Honorable Court pass an order authorizing the Clerk of the said Court to return to him the above mentioned Trustee's Bond filed with the Court in connection with the above mentioned foreclosure case in order that the said Bond may be cancelled.

FILED

1960 NOV -2 AM 10:51

6

AND, AS IN DUTY BOUND, etc.

LIBER 132 PAGE 497

John M. Balder

John M. Balder, Trustee and
Attorney named in mortgage

STATE OF MARYLAND
CITY OF BALTIMORE to wit

I HEREBY CERTIFY that on this 1st day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared John M. Balder, and made oath in due form of law that the matters and facts set forth in the within Petition are true to the best of his knowledge and belief.



Margaret A. Ambrose
Notary Public

JOHN M. BALDER, Attorney *
Named in the Mortgage *

vs *

ROLAND HOLLAND and *
JOANNE HOLLAND, his wife *

* * * * *

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Docket 19 Folio 329

Case No. 13,506

* * * * *

ORDER FOR RETURN OF TRUSTEE'S BOND

ORDERED, this 2nd day of November, 1960, by the
Circuit Court of Anne Arundel County, that upon the foregoing
Petition of John M. Balder, Trustee and Attorney named in the
mortgage, the Trustee's Bond be and hereby is returned to the
said John M. Balder for cancellation.

U. Boni Duckett
JUDGE

FILED

1960 NOV -3 AM 10:50

JOHN M. BALDER, Attorney'.....

Named in the Mortgage.....

vs.

ROLAND HOLLAND and.....

JOANNE HOLLAND, his wife.....

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY
~~BALTIMORE~~

AMENDED

STATEMENT OF MORTGAGE DEBT

Principal Balance	\$ 4985.94
Interest to 5/6/61	99.72
	<u>5085.66</u>
Less: Expense Account Balance	<u>39.18</u>
AMOUNT DUE:	\$ 5046.48

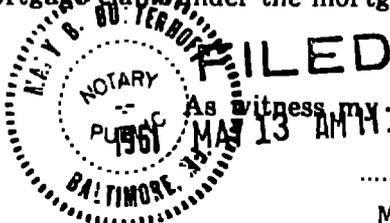
John M. Balder

JOHN M. BALDER, ATTORNEY NAMED
IN THE MORTGAGE

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 12th day of May 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 JOHN M. BALDER, Attorney named in the Mortgage.....

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



As witness my hand and Notarial Seal,
Mary B. Butterhoff
Mary B. Butterhoff
Notary Public.

9

10.13, 506 Equity

KNOW ALL MEN BY THESE PRESENTS:

344

LIBER

10 PAGE 500

THAT WE John M. Balder
120 Light Street, Baltimore, Maryland as principal,
and Hartford Accident and Indemnity Company a corporation of the State of
Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full
and just sum of SIX THOUSAND AND NO/100 (\$6,000.00) Dollars,
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
our seals, and dated this 12th day of May in the year
of our Lord one thousand nine hundred and Sixty-One

WHEREAS, the above bounden John M. Balder
by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County
Baltimore City, has been ap-
pointed trustee ~~to~~

mentioned in the proceedings in the case of Independent Mutual Building Association now known
as Westview Federal Savings and Loan Association
vs.

Roland Holland and Joanne Holland (his wife)
now pending in said Court: Route #301, Crain Highway, Millersville, Maryland

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John M. Balder
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

Herbert M. Katzenberg
Signed, sealed and delivered
in the presence of

Janice Lee Warner

John M. Balder (SEAL)

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

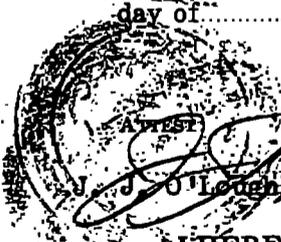
State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT and INDEMNITY COMPANY
a corporation of the State of Connecticut
does hereby constitute and appoint E. M. Keyser

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, char-
acter and discription that are or may be required to be filed in the Circuit Court of Anne Arundel County
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-
ney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power
shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said HARTFORD ACCIDENT and INDEMNITY COMPANY

duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th
day of May, 1961



J. O. Loughlin Assistant Secretary

J. L. Barter Vice President

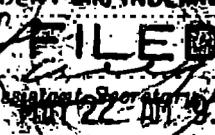
I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

May 12, 19 61.

HARTFORD ACCIDENT and INDEMNITY COMPANY

Bond approved this 22 day of May, 1961.
George T. Cromwell Clerk

J. J. O'Loughlin, 1961 May 22 1961



INDEPENDENT MUTUAL BUILDING ASSOCIATION :

VS :

ROLAND AND JEANE HOLLAND :

IN THE
CIRCUIT COURT
OF

ANNE ARUNDEL COUNTY
IN EQUITY

NO.

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

JOHN W. BALDER, Atty.
120 Light St.
Baltimore, Md.

Mortgage Sale

VALUABLE FEE SIMPLE
FRAME DWELLING SITUATED
ON ROUTE 301 - CRAIN HI-
WAY,

Near Millersville P. O., Anne
Arundel County, Md.

SALE ON PREMISES

Tuesday, May 23

At 2 O'clock P.M.

Under and by Virtue of the
Power and authority contained in
a mortgage from Roland and
Jeane Holland to the Independent
Mutual Building Association, dat-
ed Nov. 7, 1958, and recorded
among the Land Records of A. A.
Co., in Liber G. T. C. 1250 Fol.
169, default having occurred there-
under, the undersigned will sell
at public auction, on the above
premises, as follows:

All that lot of ground situate
and lying in the 4th District of
Anne Arundel County in the State
of Maryland, being part of a tract
called Hammond's Enclosure or
by whatever name or names the
same may be known containing
about 4.39 acres of land, more or
less, being known and distin-
guished as Lot No. 18 on the Plat
of Hammond's Enclosure, filed
among the Land Records of Anne
Arundel County, on or about Oct.
19, 1925, in Cabinet No. 1 Red
A Folio 4 and being a part of
the whole tract conveyed by How-
ard M. Emmons and Wife to
Charles J. Linke, recorded prior
hereto with the right to the use
in common with other owners of
the lots shown thereon of all
streets, lanes, alleys and roads
shown upon said plat.

Saving and excepting so much
thereof as was conveyed by deed
dated March 18, 1958, and record-
ed among the Land Records of
Anne Arundel County in Liber
G. T. C. 1201 Folio 523.

IMPROVEMENTS Consisting of
a 2 story frame fee simple dwell-
ing.

TERMS OF SALE: Deposit of
\$500 at time of sale. Balance of
purchase money upon final ratifi-
cation of sale by the Circuit Court
of Anne Arundel County and to
bear interest at the rate of
6 per cent per annum from the
date of sale to the date of settle-
ment. Taxes and all other ex-
penses to be adjusted as of date
of sale. All documentary stamps
to be paid by purchaser. The prop-
erty will be sold subject to con-
ditions, restrictions and agree-
ments affecting same, if any.

JOHN M. BALDER
Attorney Named in
Mortgage
A. J. BILLIG & CO., Aucts.
16 E. Fayette St., Balto. 2, Md.
PLaza 2-8440

M-18

AUCTIONEER'S CERTIFICATE

I hereby certify that I have, on this 23rd day of May, 1961, sold the
property described in the attached advertisement of sale at and for the
sum of Seventy-one Hundred (\$7100⁰⁰) DOLLARS
Being at that figure the highest bid therefore, and I further certify that
the sale was fairly made.

A..J.BILLIG & CO.

Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 23rd day of May, 1961, purchased
the property described in the attached advertisement of sale from
John M. Balder, Attorney named in Mortgage, at and for the sum of
Seventy-one Hundred (\$7100⁰⁰) DOLLARS
and I hereby agree to comply with the terms of the sale as set forth in the
attached advertisement of sale.

Frank Frank
Purchaser

TEST: [Signature]
Purchaser

FILED

1961 MAY 29 AM 9:16

ORDER NISI

LIBER 132 PAGE 503

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,506 Equity

JOHN M. BALDER, ATTORNEY
NAMED IN THE MORTGAGE
versus
ROLAND HOLLAND and
JOANNE HOLLAND, his wife

Ordered, this 29th day of May, 1961, That the sale of the
Property in these proceedings mentioned
made and reported by John M. Balder, Attorney named in the Mortgage

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.

The report states that the amount of sale was \$ 7,100.00.

Filed May 29, 1961
True Copy,

George T. Cromwell
Clerk.

TEST: _____ Clerk.

(Final Order)
JOHN M. BALDER, ATTORNEY NAMED IN
THE MORTGAGE

versus
ROLAND HOLLAND and
JOANNE HOLLAND, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of July, 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 re-
quired 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 JUL -6 AM 9:58

JOHN W. BALDER, Atty.
120 Light St.
Baltimore, Md.

Mortgage Sale

VALUABLE FEE SIMPLE
FRAME DWELLING SITUATED
ON ROUTE 301 - CRAIN HI-

WAY,
Near Millersville P. O., Anne
Arundel County, Md.

SALE ON PREMISES

**Tuesday, May 23
At 2 O'clock P.M.**

Under and by Virtue of the Power and authority contained in a mortgage from Roland and Jeane Holland to the Independent Mutual Building Association, dated Nov. 7, 1958, and recorded among the Land Records of A. A. Co., in Liber G. T. C. 1250 Fol. 169, default having occurred thereunder, the undersigned will sell at public auction, on the above premises, as follows:

All that lot or ground situate and lying in the 4th District of Anne Arundel County in the State of Maryland, being part of a tract called Hammond's Enclosure or by whatever name or names the same may be known containing about 4.39 acres of land, more or less, being known and distinguished as Lot No. 18 on the Plat of Hammond's Enclosure, filed among the Land Records of Anne Arundel County, on or about Oct. 19, 1925, in Cabinet No. 1 Red, A Folio 4 and being a part of the whole tract conveyed by Howard M. Emmons and Wife to Charles J. Linke, recorded prior hereto with the right to the use in common with other owners of the lots shown thereon of all streets, lanes, alleys and roads shown upon said plat.

Saving and excepting so much thereof as was conveyed by deed dated March 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1201 Folio 523.

IMPROVEMENTS Consisting of a 2 story frame fee simple dwelling.

TERMS OF SALE: Deposit of \$500 at time of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest at the rate of 6 per cent per annum from the date of sale to the date of settlement. Taxes and all other expenses to be adjusted as of date of sale. All documentary stamps to be paid by purchaser. The property will be sold subject to conditions, restrictions, and agreements affecting same, if any.

JOHN M. BALDER
Attorney Named in
Mortgage

A. J. BILLIG & CO., Aucrs.
16 E. Fayette St., Balto. 2; Md.
PLaza 2-6440

M-18:

13-506

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 504

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1961

We hereby certify, that the annexed

Mortgage Sale

Roland and Jeane Holland,

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 23rd

day of May, 1961. The first

insertion being made the 27th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUN -8 AM 11:53

H. Tilghman

14

OFFICE OF

Maryland Gazette

LIBER 132 PAGE 505

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed

Mortgage Trust - Eq 15, 106

Richard Holland

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 7

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.

FILED

No. M. G. 5-11-17 1961 JUL -3 PM 3:55 By Theresa Tate

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 13,508 Equity

John M. Balder, Attorney named
in Mortgage

versus

ROLAND HOLLAND and
JOANNE HOLLAND, his wife

Ordered, this 29th day of May, 1961, That the sale of the Property in these proceedings mentioned made and reported by John H. Balder, Attorney named in the Mortgage 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.

The report states that the amount of sale was \$7,100.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-22

Dr.

John M. Balder, Attorney named in Mortgage vs. Roland Holland and Joanne Holland, his wife

To Attorney for Fee, viz:	150	00	
To Attorney for Commissions, viz:	245	00	395 00
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	13	50	60 00
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	86	40	
Capital-Gazette Press - order nisi (sale)	15	00	
Capital-Gazette Press - order nisi (acct)	12	00	
The Sun - advertising sale	43	90	
Hartford Accident & Indemnity Co.-bond	24	00	
A. J. Billig & Co.- auctioneer's fee ^{premium}	237	50	
Margaret L. Ambrose - notary fee		50	
Mary B. Butterhoff - notary fee		50	419 80
To The Independent Mutual Building Ass'n, Inc., mortgagee - in full for mortgage claim, viz:			
Amount of claim filed	5,046	48	
Interest @ 6% on principal balance of \$4,985.94 from 5/6/61 to 9/11/61 - 4 months 5 days	103	87	5,150 35
To Roland Holland and Joanne Holland, his wife, mortgagors - this balance	1,200	42	1,200 42
			7,225 57

with

John M. Balder, Attorney named in Mortgage

Cr.

1961				
May	23	Proceeds of Sale	7,100 00	
		Interest on deferred payment of \$6,600.00 to 7/24/61	66 59	7,166 59
		Refund 1961 State and County taxes- 7 months 8 days	58 98	58 98
				7,225 57

18

1961 AUG-8 AM 10:38

FILED

LIBER 132 PAGE 509

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

ORDER NISI
John M. Balder,
Attorney named in Mortgage
VERSUS
Roland Holland
and
Joanne Holland, his wife

No. 13,506 Equity.

ORDERED, This 8th day of August, 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 11th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of September, 1961, that the foregoing 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 SEP 13 PM 3:14

D. Boni Duckett

19

Maryland Gazette

LIBER 132 PAGE 510

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 6*, 19*61*

We hereby certify, that the annexed

Under this Court. Eq. 13,566

Roland Holland

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 *11th*

day of *September*, 19*61*. The first

insertion being made the *16th* day of

August, 19*61*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 SEP -8 PM 4:12 *Marc Tate*

Order Nisi
 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
 No. 13,506 Equity
 John M. Balder, Attorney Named, in Mortgage
 versus
 ROLAND HOLLAND and JOANNE HOLLAND, his wife
 Ordered, this 8th day of August, 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 11th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.
 GEORGE T. CROMWELL, Clerk
 True Copy, TEST:
 GEORGE T. CROMWELL, Clerk
 A-24

No. M. G. *22757*

Edward J. Brannan
Attorney Named in Mortgage

vs.

John J. Shea
Dorothy M. Shea, his wife

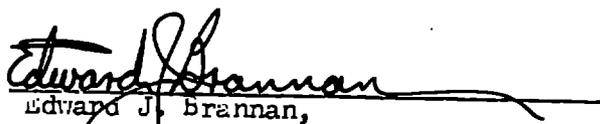
In The Circuit Court
for
Anne Arundel County
(In Equity)

* * * * *

Mr. Clerk:

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

1 - Original Mortgage from John J. Shea and Dorothy M. Shea, his wife to the Leeds Federal Savings and Loan Association, dated June 25, 1957 and recorded among the Land Records of Anne Arundel County in Liber B. T. C. No. 1130, folio 80 etc..


Edward J. Brannan,
Attorney Named in Mortgage

This Mortgage, Made this 25th day of June, in the year one

thousand, nine hundred and fifty-seven, between John J. Shea and

Dorothy M. Shea, his wife,

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

the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SEVENTEEN THOUSAND (\$17,000.00) Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of ONE HUNDRED TWENTY-EIGHT and 89/100 (\$128.89) Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter ¹⁷⁸~~928~~ of the Laws of Maryland passed at the January session in the year ~~1945~~ ¹⁹⁵⁵ or any supplement thereto.

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

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

Lot numbered 25, as shown on Plat entitled Section 2 North Severna Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 29. The improvements thereon being known as 12 Old Annapolis Road, North Severna Park.

BEING the same lot of ground and premises which by deed dated July 31, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1051 folio 162 etc. was granted and conveyed by Frank O. Shepherd et al unto John J. Shea and Dorothy M. Shea, his wife, the Mortgagors herein.



FILED

1960 MAR -9 PM 2:43

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

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan

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

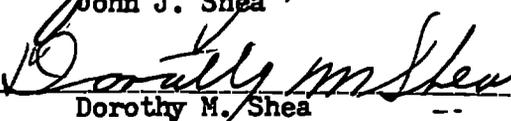
Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:


Edward J. Brannan

 (SEAL)
John J. Shea
 (SEAL)
Dorothy M. Shea
____ (SEAL)
____ (SEAL)

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, ~~OLD MORTGAGE~~, to wit:-

I HEREBY CERTIFY that on this 25th day of June, 19 57, before me, the
subscriber, a Notary Public, of the State of Maryland in and for the ~~STATE~~ County aforesaid, personally appeared
John J. Shea and Dorothy M. Shea, his wife,

_____ the Mortgagor s, named in the foregoing Mortgage,
satisfactorily proven to be the person s whose name s are subscribed to the within instrument and they
acknowledged the foregoing Mortgage to be their act, and that they executed the same for the purposes
therein contained. At the same time also appeared Robert W. Bratton
President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration
set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan
Edward J. Brannan Notary Public.



Rec'd for record June 26 1957 at 9:15 AM.
Filed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
(IN LEGALITY)

EDWARD J. BRANNAN,
ATTORNEY HAVING IN MORTGAGE

VS.

JOHN J. SHEA,
DOROTHY M. SHEA, HIS WIFE

"Plaintiffs' Exhibit No. 1"

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2, MD.

Edward J. Brannan,
Attorney Named in Mortgage

vs.

John J. Shea,
Dorothy M. Shea, his wife

* In The Circuit Court for
* Anne Arundel County
* Docket No. _____, Folio _____
* Case No. 152-10000

* * * * *

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

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

Subscribed and sworn to before me
this 7th day of March, 1960.

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



FILED
1960 MAR -9 PM 2:43

Edward J. Brannan,
Attorney Named in Mortgage

vs.

John J. Shea and
Dorothy M. Shea, his wife

* * * * *

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* Docket No. _____, Folio _____

* Case No. _____ * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from John J. Shea and Dorothy M. Shea, his wife dated June 25, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1130, folio 80 etc..

Amount of Mortgage Loan	\$17,000.00
Less amount paid on Account	1,246.49
	<u>\$15,753.51</u>
Plus interest to April 11, 1960	107.61
	<u>\$15,861.12</u>
Less Expense Account	233.90
Total	<u>\$15,627.22</u>

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

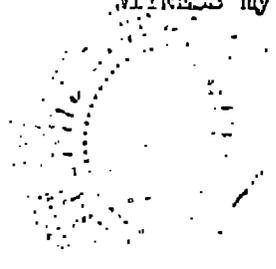
I HEREBY CERTIFY, That on this 7th day of March in the year 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the plaintiff in the above entitled cause and made oath that the foregoing 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.

Marquise E. Wolf
Marquise E. Wolf, Notary Public.

FILED

1960 MAR -9 PM 2:43



7
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IN THE CIRCUIT COURT OF Anne Arundel County STATE OF MARYLAND

LIBER 132 PAGE 518

No. 13080-518

Edward J. Brannan Attorney named in the Mortgage

vs

John J. Shea and Dorothy M. Shea, his wife

BOND OF Attorney TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan of 541 Equitable Building, Baltimore, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eighteen Thousand and 00/100 Dollars (\$ 18,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of March, in the year of our Lord, nineteen hundred and sixty

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from John J. Shea and Dorothy M. Shea, his wife to Leeds Federal Savings and Loan Association bearing date the 25th day of June, 19 57 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1130 Folio 80 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Edward J. Brannan (SEAL) (SEAL)

Marquise E. Hoyle

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shelds, Attorney-in-Fact

FILED

B. L. Belling Witness to Surety

MAR -9 PM 2:43

Seal of the United States Fidelity and Guaranty Company, Baltimore, Md. Bond approved March 1960. George T. ...

EDWARD J. BRANNAN,
Solicitor
541 Equitable Bldg

**Mortgage
Sale
OF DESIRABLE
FEE SIMPLE
PROPERTY**

known as
12 Old Annapolis Road,
N. Severna Park
Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from John J. Shea and Dorothy M. Shea, his wife, to the Leeds Federal Savings and Loan Association, dated June 25, 1937 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1130, folio 60 etc., (Default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

**Monday, April 11, 1960
at 2 O'Clock P. M.**

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

Lot numbered 25, as shown on Plat entitled Section 2 North Severna Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 29. The improvements thereon being known as 12 Old Annapolis Rd.

The aforesaid lot of ground is improved with a Brick and Frame, Split-Level Dwelling (4 levels), containing seven (7) rooms, two baths (2), and carport.

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

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

Taxes and all other expenses, including A.A. County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EDWARD J. BRANNAN,
ATTY. NAMED IN MTGE.
E. T. Newell & Co., Inc.,
Auctioneers

A-7

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 519

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1960

We hereby certify, that the annexed

Mortgage Sale

John J. Shea

13,685-

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, 1960. The first

insertion being made the 17th day of

March, 1960

THE CAPITAL-GAZETTE PRESS, INC.

FILED

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9

Edward J. Brannan,
Attorney Named in Mortgage

* In The Circuit Court For
Anne Arundel County
* (In Equity)

vs.

* Docket No. _____, Folio _____

John J. Shea and
Dorothy M. Shea, his wife

* Case No. 13,685

* * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edward J. Brannan, Attorney named in Mortgage respectfully represents:

I

That on June 25, 1957 the defendants executed and delivered to the Leeds Federal Savings and Loan Association a mortgage in the principal sum of Seventeen Thousand Dollars (\$17,000.00) on the Fee Simple Property situate and known as 12 Old Annapolis Road, 3rd. Election District of Anne Arundel County, State of Maryland.

II

That your Petitioner by virtue of and pursuant to the power contained in the said Mortgage, (default having occurred under the covenants therein contained) instituted foreclosure proceedings and after filing his approved bond and after giving the required notice of the time, place, manner and terms of sale, did sell on or about Monday, April 11, 1960 at 2 O'Clock P.M., the mortgaged premises unto John J. Shea and Dorothy M. Shea, his wife, who are the original Mortgagors.

III

That the said sale has been duly reported to and ratified by this Court, as by said report and proceedings therein now remaining in this Court will appear.

IV

That the aforesaid purchasers have refused to pay the balance of the purchase money due under the terms of the sale so as to consummate the transaction, although they have been notified by your Petitioner and their Attorney, Jacob Yosef Miliman, Esquire, of the ratification of said sale and that these

1960 JUL 28 AM 10:23 FILED

proceedings would be instituted in the event of their failure to promptly pay the balance of the purchase money.

V

That the Mortgaged premises is occupied by Major Milton W. McLaren, Jr., U. S. A., and his wife, as tenants of the Mortgagors named herein, at and for the monthly rental of One Hundred Sixty Dollars (\$160.00) said rent being due and payable, in advance, on the first day of each and every month, which rent has been heretofore collected by the said Mortgagors.

VI

That the rent for the mortgaged premises in the amount of One Hundred Sixty Dollars (\$160.00) for the month of July, 1960 was paid by the aforesaid tenant unto the Mortgagors and subsequently forwarded, by the said Mortgagors, to your Petitioner, together with a letter addressed to the tenant (a copy of which is attached hereto and prayed to be taken as a part hereof) requesting that the rent due for the month of August and for subsequent months be forwarded to your Petitioner direct.

VII

That despite the aforesaid notice to the tenant the said tenant refuses to pay the rent unto your Petitioner without an order from the Honorable Court authorizing and directing him to pay the rent unto your Petitioner direct.

VIII

That in accordance with the terms of said Mortgage from the Mortgagors named herein unto the Leeds Federal Savings and Loan Association, the Mortgagors covenanted that in any action to foreclose said mortgage the Mortgagee shall be entitled to the appointment of a Receiver to collect the rents and profits of the said premises and account for the same as the Court may direct.

WHEREFORE your Petitioner prays this Honorable Court to pass an Order (a) authorizing and empowering him to resell the fee simple property mentioned in these proceedings, at the risk of the Mortgagors, in the manner described in said mortgage, (b) that your Petitioner be appointed Receiver of the Mortgage premises for the purpose of collecting the rent from the said premises and account therefore as the Court may direct.

AND as in Duty Bound, etc..


Edward J. Brannan, Attorney named in Etge.
-Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 27th day of July, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Edward J. Brannan, Petitioner in the foregoing proceedings, and made oath in due form of Law that the matters and facts set forth in the foregoing Petition are true as therein stated, to the best of his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.



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

12

Edward J. Brannan,
Attorney Named in Mortgage

* In The Circuit Court For
* Anne Arundel County
* (In Equity)

vs.

* Docket No. _____, Folio _____

John J. Shea and
Dorothy M. Shea, his wife

* Case No. 13,685

*

* * * * *

O R D E R

Upon the foregoing Petition and Affidavit, it is this 28th day of
July, 1960

O R D E R E D, by the Circuit Court for Anne Arundel County, In Equity,
that Edward J. Brannan, Attorney Named in Mortgage be and he is hereby
authorized to resell the fee simple property mentioned in these proceedings,
at the risk of John J. Shea and Dorothy M. Shea, his wife, Mortgagors, in the
manner described in said mortgage, provided a copy of this order and petition
is sent by Registered Mail, Return Receipt Requested, to the Mortgagors within
ten (10) days from the date hereof.

IT IS FURTHER ORDERED that the order of This Court dated 20th day of
April, 1960 in these proceedings ratifying and confirming the report of Sale
be and is hereby rescinded.

IT IS FURTHER ORDERED, That Edward J. Brannan, Attorney, be and he is
hereby appointed Receiver for the purpose of collecting the rents and profits
of said premises and account for the same in his final accounting to This Court.

W. Bowie Duckett
Judge.

FILED

1960 JUL 29 AM 9:27

13

Edward J. Brannan,
Attorney Named in Mortgage

* IN THE CIRCUIT COURT

* FOR

vs.

* ANNE ARUNDEL COUNTY

John J. Shea and
Dorothy M. Shea, his wife

* Docket No. 18, Folio 428

* Case No. 13,685

* * * * *

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from John J. Shea and Dorothy M. Shea, his wife dated June 25, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1130, folio 80 etc..

Amount of Mortgage Loan	\$ 17,000.00
Less Amount Paid on Account	<u>1,246.49</u>
	\$ 15,753.51
Plus interest to Sept. 13, 1960	<u>506.76</u>
	\$ 16,260.27
Less Expense Account	<u>171.50</u>
Total	\$ 16,088.77

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby Certify, That on this 20th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the foregoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public

FILED

1960 AUG 24 AM 10:09

14

EDWARD J. BRANNAN
Solicitor
541 Equitable Bu
Baltimore, Mary.

Mortgage Sale

Of Desirable
Fee Simple Property

Known as 12 OLD ANNAPOLIS
ROAD, N. SEVERNA PARK,
ANNE ARUNDEL COUNTY

By virtue of and pursuant to the
power of sale contained in the
mortgage from John J. Shea and
Dorothy M. Shea, his wife, to the
Leeds Federal Savings and Loan
Association, dated June 25, 1957,
and recorded among the Land Re-
cords of Anne Arundel County in
Liber G.T.C. No. 1130, folio 80 etc.,
(default having occurred under
the covenants therein contained)
I, as the Attorney Named in said
Mortgage, will sell at public auc-
tion, on the premises, on

Tues., Sept. 13, 1960
at 3 o'clock P.M.

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

Lot numbered 25, as shown on
Plat entitled Section 2 North Sev-
erna Park, which Plat is record-
ed among the Land Records of
Anne Arundel County in Plat Book
No. 24, folio 29. The improvements
thereon being known as 12 Old An-
napolis Rd.

The aforesaid lot of ground is
improved with a Brick and Frame
Split-Level Dwelling (4 levels),
containing seven (7) rooms, two
baths (2), and carport.

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

TERMS OF SALE: A deposit of
\$500.00 will be required of the
purchaser on the day of sale. Bal-
ance of purchase money to be
paid upon ratification of sale by
the Circuit Court for Anne Arun-
del County and is to bear interest
at the rate of six per centum (6 per-
cent) from the date of sale to the
date of settlement. All cost of con-
veyance, including revenue
stamps on deed, shall be at the ex-
pense of the purchasers.

Taxes and all other expenses,
including A.A. County Sanitary
Commission charges, if any, to be
adjusted to the date of sale.

EDWARD J. Brannan
Atty. Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

S-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 525

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1960

We hereby certify, that the annexed

Mortgage Sale

John J. Shea

13, 685

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 13th

day of September, 1960. The first

insertion being made the 18th day of

August, 1960

FILED CAPITAL-GAZETTE PRESS, INC.

SEP -9 PM 12:41 H. Tilghman

Edward J. Brannan
Attorney Named in Mortgage

vs.

John J. Shea and
Dorothy M. Shea, his wife

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY

* * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on the 13th day of September, 1960, he sold at public auction, for the highest price obtainable, to MORRIS FINE and MARIE K FINE, his wife, the following described property:

Lot No. 25, as shown on Plat entitled Section 2 North Severna Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 29. The improvements thereon being known as 12 Old Annapolis Rd., at and for the price of Eighteen Thousand (18000) Dollars.

ASWITNESS the corporate seal of the said Auctioneer and the signature of its President.

Witness:

Betty G. Truesdell

John J. Shea
President



The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of -Eighteen Thousand Dollars (\$18,000.00) - - - - -

WITNESS the hands and seals of the said purchasers.

WITNESS:

Edward J. Brannan

Morris Fine (SEAL)

Marie K. Fine (SEAL)

FILED

1960 SEP 16 PM 5:03

16

Edward J. Brannan
Attorney Named in Mortgage

vs.

John J. Shea
Dorothy M. Shea, his wife

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY

Equity no. 13,685

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated June 25, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1130, folio 80 etc., from John J. Shea and Dorothy M. Shea, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of September, 1960 at 3 O'clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Morris Fine and Marie K. Fine, his wife, at and for the sum of Eighteen Thousand Dollars (\$18,000.00), which said price was the highest amount bid for the property.

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

FILED
1960 SEP 16 PM 5:03

17

EDWARD J. BRANNAN
Solicitor
541 Equitable Building
Baltimore, Maryland

Mortgage Sale

Of Desirable Fee Simple Property

Known as 12 OLD ANNAPOLIS ROAD, N. SEVERNA PARK, ANNE ARUNDEL COUNTY. By virtue of and pursuant to the power of sale contained in the mortgage from John J. Shea and Dorothy M. Shea, his wife, to the Leeds Federal Savings and Loan Association, dated June 25, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1130, folio 80 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

**Tues., Sept. 13, 1960
at 3 o'clock P.M.**

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

Lot numbered 25, as shown on Plat entitled Section 2 North Severna Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 29. The Improvements thereon being known as 12 Old Annapolis Rd.

The aforesaid lot of ground is improved with a Brick and Frame Split-Level Dwelling (4 levels), containing seven (7) rooms, two baths (2), and carport.

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

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

Taxes and all other expenses, including A.A. County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EDWARD J. Brannan
Atty. Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city of Baltimore aforesaid personally appeared Edward J. Brannan, Attorney Named in Mortgage and Made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

A circular notary seal with a textured, embossed appearance, partially overlapping the signature and the printed name of the notary.
Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

ORDER NISI

LIBER 132 PAGE 530

Edward J. Brannan

Attorney Named in Mortgage

versus

John J. Shea

Dorothy M. Shea, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,685

Equity

Ordered, this 16th day of September, 1960, That the sale of the Property in these proceedings Mentioned

made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of October next.

The report states that the amount of sale was \$ 18,000.00

Geary T. Cromwell Clerk.

True Copy,

FILED

1960 SEP 16 P.M. 5:03

(Final Order)

Edward J. Brannan

TEST: Clerk.

Attorney Named in Mortgage

versus

John J. Shea

Dorothy M. Shea, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of October, 1960 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Brian Dumbett JUDGE.

FILED 1960 OCT 25 AM 11:32

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 531

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,685 Equity EDWARD J. BRANNAN Attorney Named in Mortgage

VERSUS JOHN J. SHEA DOROTHY M. SHEA, his wife

Ordered, this 16th day of September, 1960, That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of October next.

The report states that the amount of sale was \$18,000.00. GEORGE T. CROMWELL, Clerk TRUE COPY, TEST: GEORGE T. CROMWELL, Clerk O-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1960

We hereby certify, that the annexed

Order Nisi Sale
Eq. 13,685

John J. Shea

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 24th

day of October, 1960 The first

insertion being made the 22nd day of

September, 1960.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 12483 1960 OCT 18 PM 1:32 By H. Tilghman

20

LIBER 132 PAGE 533

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions on Sales, viz:	588	68		
To Attorney for Commissions on Rents collected (Order 5/15/61)	48	00	786	68
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - original Court costs	43	25		
Clerk of Court - additional Court costs	19	50		
Jos. C. Deegan - Sheriff's costs	1	00		
Jos. W. Alton, Jr. - Sheriff's costs	3	95		
Auditor - stating first account	22	50		
Auditor - stating second account	18	00	118	20
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising first sale	63	00		
Capital-Gazette Press - order nisi thereon	15	00		
Capital-Gazette Press - advertising second sale	59	52		
Capital-Gazette Press - order nisi thereon	15	00		
Capital-Gazette Press - order nisi on first account	12	00		
Capital-Gazette Press - order nisi on second account	12	00		
The Sun - advertising first sale	27	80		
The Sun - advertising second sale	27	10		
U.S. Fidelity & Guaranty Co. - original bond premium	72	00		
U.S. Fidelity & Guaranty Co. - renewal premium (3/7/61)	72	00		
E.T. Newell & Co., Inc. - auctioneer's fee (first sale) - Order 5/15/61	174	70		
E.T. Newell & Co., Inc. - auctioneer's fee (second sale) - Order 5/15/61	180	00		
Marguerite E. Wolf - notary fees	3	00	733	12
To Attorney for Taxes, viz:				
1960 State and County taxes adjusted	218	44	218	44
To Attorney for Benefit Charges, viz:				
1960 water and sewer benefit charges - adjusted	19	56	19	56
To Attorney for Rent Adjustment, viz:				
House rent collected by Receiver from 10/25/60 to 11/4/60 (\$160.00 per month)	47	97	47	97
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	16,088	77		
Interest @ 6% on principal balance of \$15,753.51 from 9/13/60 to 12/19/60 - 3 months 6 days	252	05	16,340	82
To John J. Shea and Dorothy M. Shea, his wife, mortgagors - this balance				
	997	71	997	71
			19,262	50

1961 AUG -8 AM 11:13

ORDER NISI

Edward J. Brannan,
Attorney named in Mortgage
VERSUS
John J. Shea
and
Dorothy M. Shea, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,685 Equity.

ORDERED, This 8th day of July, 1961, That the
Second Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of September, 1961, that the foregoing 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

D. Boni Duckett

day of 13th 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 1961, that the foregoing 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.

Maryland Gazette

LIBER 132 PAGE 536

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 13,685 Equity

Edward J. Brannan, Attorney Named in Mortgage versus

JOHN J. SHEA and DOROTHY M. SHEA, his wife

Ordered, this 8th day of August, 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 11th day of September, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of September next.

GEORGE T. CROMWELL, Clerk True Copy TEST: GEORGE T. CROMWELL, Clerk A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 6*, 1961

We hereby certify, that the annexed

Order nisi - Court - Eq 13,685

John J. Shea

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 *11th*

day of *September*, 1961. The first

insertion being made the *10th* day of

August, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. *22776* 1961 SEP -8 PM 4:12 By *Theresa Tate*

25

IN THE MATTER OF
THE MORTGAGED REAL ESTATE OF

WILLIAM B. COUCH and
ELIZABETH D. COUCH, his wife

and

KYLE V. THOMAS and
EMMA S. THOMAS, his wife

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,384 EQUITY

* * * * *

Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of
Mortgage debt and Military Affidavit.

Samuel M. Ivrey att.

Samuel M. Ivrey,
Attorney named in the Mortgage

FILED

1961 MAY 11 PM 2:09

1.

BALANCE PRIOR ENTER SE MORTGAGE to 10/31/54
ADDITIONAL LOAN 10/27/54

,281.59
2,718.41
\$7,000.00

LIBER 132 PAGE 538

State Stamps Required \$2.75

BOOK 875 PAGE 405



Form No. 1—County Fee

Equity No. 14,383

This Mortgage,

made this 27th day of October

in the year one thousand nine hundred and Fifty-four, between

WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife of

Anne Arundel County, in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife

the sum of Seven Thousand and 00/100 (\$7,000.00)----- dollars,

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

By the payment of Fifty-nine and 07/100 (\$59.07)-----

dollars plus one-twelfth of the annual taxes, ~~water rents~~, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis,

Md., its successors and assigns, all those lots, pieces, or parcels of ground situate,

lying and being in the First election district of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAID at an iron pipe set at the fence corner on the North side of Brentwood Road, said point being located South 60 degrees 15' 20" West 56.74 feet from an iron pipe set where the Southwest side of Longwood Road intersects the Northwest side of Brentwood Road as shown on Plat 2 of Woodland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 10; and running from thence and with the Northwest side of Brentwood Road, South 60 degrees 15' 20" West 78.07 feet to a pipe set in a fence corner; thence through Lot 3056, North 31 degrees 49' West 75.96 feet to a pipe at a fence corner; thence crossing Lots 3056, 3057, 3058 and 3059, North 60 degrees 20' East 77.32 feet to a pipe thence South 32 degrees 45' East 76.12 feet to the place of beginning. Being parts of Lots 3056, to 3060, inclusive, as shown on the above mentioned Plat of Woodland Beach, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in Mar 1949.

FILED

BEING the same property which was conveyed to the within named Mortgagors, William B. Couch and Elizabeth D. Couch, his wife, by Nellie L. Cook and Arne E. Dagle

BOOK 875 PAGE 406

by deed dated June 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 693, folio 213.

LIBER 132 PAGE 539

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the right, title and interest in & to the portion of the road or roads streets or avenues immediately adjoining said premises and the further right of use the well which is located on Lot No. 3055, and in about 3 ft. from the corner of the present fence on Lot No. 3056 and the right to go upon said lot for the purpose of inspection of appertaining the well, repairs to pipes and repair of the well, said right having been granted by the owner of said Lot No. 3055 in 1949 by deed dated 5/21/49 recorded in J.H.H. No. 522

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, folio 378, from John Sluga and wife to Roger J. Roberts and wife.

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) WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS:

Samuel M. Ivrey
Samuel M. Ivrey; as to both

William B. Couch (SEAL)
William B. Couch
Elizabeth D. Couch (SEAL)
Elizabeth D. Couch
____ (SEAL)
____ (SEAL)

BOOK 875 PAGE 408

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 27th day of October

in the year one thousand nine hundred and Fifty-four, before me, the subscriber, a Notary

Public of the State of Maryland, in and for Anne Arundel County, personally appeared

William B. Couch and Elizabeth D. Couch, his wife, the mortgagor(s)

named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President

of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey; Notary Public. (Signature)



May 2, 1955

Recorded: Oct. 29, 1954 at 12.55 P.M.

Mortgage

FROM

WILLIAM B. COUCH and

ELIZABETH D. COUCH, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Parts of Lots 3056 to 3060 Incl. Property Woodland Beach 1st. El. Dist.

Received for record 29 Oct 1954 at 2:55 o'clock P.M.

Same day recorded in Liber 875 No. 875 folio 405 &c. one of the Land Records of Anne Arundel County

and examined per JOHN H. HOPKINS, Clerk.

Cost of Record \$ 5.25 Stamp 2.75

SAMUEL M. IVREY ATTORNEY AT LAW 144 GLOUCESTER STREET ANNAPOLIS, MD.

Property:

Description approved

Execution approved

IN THE MATTER OF
THE MORTGAGED REAL ESTATE OF

WILLIAM B. COUCH and
ELIZABETH D. COUCH, his wife

and

KYLE V. THOMAS and
EMMA S. THOMAS, his wife

*
*
*
*
*
*

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
NO. 14,384 EQUITY

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from William B. Couch and Elizabeth D. Couch, his wife, assumed by Kyle V. Thomas and Emma S. Thomas, his wife, Assumption Agreement dated October 22, 1958, said Mortgage dated October 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 875, folio 405; said Mortgage being in default.

Balance due on principal to May 31, 1961 \$4,893.08

Interest to June 6, 1961 4.44
\$4,897.52

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of May, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey

Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 MAY 11 PM 2:09

6

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

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
WILLIAM B. COUCH and	*	FOR
ELIZABETH D. COUCH, his wife	*	ANNE ARUNDEL COUNTY
and	*	NO. 14,384 EQUITY
KYLE V. THOMAS and	*	
EMMA S. THOMAS, his wife	*	

* * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State in and for said County, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

- (1) said defendants are not in the military service of the United States.
- (2) said defendants are not in the military service of any nation allied with the United States.
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Samuel M. Ivrey

 Affiant

Subscribed and sworn to before me this 11th day of May, 1961.

Katherine S. Russell

 Katherine S. Russell
 Notary Public
 My Commission Expires: May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 MAY 11 PM 2:09

7

GLOBE

LIBER 132 PAGE 544

LIBER 11 PAGE 20



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

14,384 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Five Hundred Dollars current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of June, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from William B. Couch and Elizabeth D. Couch and Kyle V. Thomas and Emma S. Thomas bearing date on or about the 27th day of October, 1954, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey

is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

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

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle
Ethel M. Carle

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

1961 JUN -6 AM 10:58

SURETY
Bond approved this 6 day of June 1961
George T. Cromwell Clerk

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

WOODLAND BEACH, FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from William B. Couch and Elizabeth D. Couch, his wife, assumed by Kyle V. Thomas and Emma S. Thomas, his wife, by Assumption Agreement dated October 22, 1958, said Mortgage dated October 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 875, folio 405, the undersigned as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

TUESDAY, JUNE 6, 1961

At 11:00 O'clock A.M.

ALL THOSE LOTS OF GROUND situate in the First Election District of Anne Arundel County, Maryland, and described as follows: Beginning for the same at an iron pipe set at the fence corner on the North side of Brentwood Road, said point being located South 60 degrees 15' 20" West 56.74 feet from an iron pipe set where the Southwest side of Longwood Road intersects the Northwest side of Brentwood Road as shown on Plat 2 of Woodland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 10; and running from thence and with the Northwest side of Brentwood Road, South 60 degrees 15' 20" West 78.07 feet to a pipe set in a fence corner; thence through Lot 3056, North 31 degrees 49' West 75.96 feet to a pipe at a fence corner; thence crossing Lots 3056, 3057, 3058 and 3059, North 60 degrees 20' East 77.32 feet to a pipe thence South 32 degrees 45' East 76.12 feet to the place of beginning. Being parts of Lots 3056, to 3060, inclusive, as shown on the above mentioned Plat of Woodland Beach, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in May 1949.

BEING the same property which was conveyed to WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife, by deed from NELLIE L. COOK and ANNE E. DAGLE dated June 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 693, folio 213, AND BEING the same property conveyed to KYLE V. THOMAS and EMMA S. THOMAS, his wife, by deed from WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife, dated October 22, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1246, folio 256.

THE SAID PROPERTY being improved by a frame and cinder block dwelling containing five rooms and bath, with oil circulating heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
named in the Mortgage
144 Duke of Gloucester St.
Annapolis, Maryland

FILED

9 1961 JUN -7 PM 2:04

I/We hereby certify that I/We purchased the property described on the reverse side of this handbill at and for the price of \$4,900⁰⁰ and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 6th day of June, 1961.

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney (SEAL)
R. GARDINER CHANEY, President

(SEAL)



Samuel M. Ivrey
SAMUEL M. IVREY

I hereby certify that I sold property described on the reverse side of this handbill to ANNAPOLIS FEDERAL SAVINGS & LOAN ASSN. at and for the price of \$4,900⁰⁰ he/they, being then and there the highest bidder therefore.

WITNESS my hand and seal this 6th day of June, 1961

WITNESS:

Samuel M. Ivrey
SAMUEL M. IVREY

Robert H. Campbell (SEAL)
ROBERT H. CAMPBELL, Auctioneer

FILED

1961 JUN -7 PM 2:04

IN THE
MATTER OF
THE MORTGAGED REAL ESTATE OF
WILLIAM B. COUCH and
ELIZABETH D. COUCH, his wife
and
KYLE V. THOMAS and
EMMA S. THOMAS, his wife

*
*
*
*
*
*
*
*

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,384 EQUITY

LIBER 132 PAGE 547

* * * * *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, June 6, 1961, at 11:00 o'clock A.M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the First Election District of Anne Arundel County, Maryland, and described as follows: Beginning for the same at an iron pipe set at the fence corner on the North side of Brentwood Road, said point being located South 60 degrees 15' 20" West 56.74 feet from an iron pipe set where the Southwest side of Longwood Road intersects the Northwest side of Brentwood Road as shown on Plat 2 of Woodland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 10; and running from thence and with the Northwest side of Brentwood Road, South 60 degrees 15' 20" West 78.07 feet to a pipe set in a fence corner; thence through Lot 3056, North 31 degrees 49' West 75.96 feet to a pipe at a fence corner; thence crossing Lots 3056, 3057, 3058, and 3059, North 60 degrees 20' East 77.32 feet to a pipe thence South 32 degrees 45' East 76.12 feet to the place of beginning. Being parts of Lots 3056, to 3060, inclusive, as shown

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 JUN -7 PM 2:04

on the above mentioned Plat of Woodland Beach, and as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in May 1949.

BEING the same property which was conveyed to WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife, by deed from NELLIE L. COOK and ANNE E. DAGLE dated June 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 693, folio 213, AND BEING the same property conveyed to KYLE V. THOMAS and EMMA S. THOMAS, his wife, by deed from WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife, dated October 22, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1246, folio 256.

Said property being sold to ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of Four Thousand Nine Hundred and No/100 (\$4,900.00) Dollars, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey, atty.

SAMUEL M. IVREY
ATTORNEY NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Katherine S. Russell

KATHERINE S. RUSSELL - Notary Public

My Commission Expires:
May 11 - 1963

ORDER NISI

LIBER 132 PAGE 549

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,384 Equity Equity

In the Matter of the Mortgaged Real

Estate of William B. Couch and

Elizabeth D. Couch, his wife

~~records~~
and

Kyle V. Thomas and Emma S. Thomas,

his wife

Ordered, this 7th day of June, 1961, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage

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

The report states that the amount of sale was \$ 4,900.00.

Filed 1961 June 7, PM2:04
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real

Estate of William B. Couch and

Elizabeth D. Couch, his wife

~~records~~
and

Kyle V. Thomas and Emma S. Thomas,

his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

W. Brian Duckett
JUDGE.

FILED

1961 JUL 17 PM 1:57

**Attorney's
Sale
OF VALUABLE
IMPROVED REAL
ESTATE**

WOODLAND BEACH, FIRST
ELECTION DISTRICT ANNE
ARUNDEL COUNTY,
MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from William B. Couch and Elizabeth D. Couch, his wife, assumed by Kyle V. Thomas and Emma S. Thomas, his wife, by Assumption Agreement dated October 22, 1958, said Mortgage dated October 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 875, folio 405, the undersigned as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

**Tuesday, June 6, 1961
at 11:00 o'clock A.M.**

ALL THOSE LOTS OF GROUND situate in the First Election District of Anne Arundel County, Maryland, and described as follows: Beginning for the same at an iron pipe set at the fence corner on the North side of Brentwood Road, said point being located South 60 degrees 15' 20" West 56.74 feet from an iron pipe set where the Southwest side of Longwood Road intersects the Northwest side of Brentwood Road as shown on Plat 2 of Woodland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 10; and running from thence and with the Northwest side of Brentwood Road, South 60 degrees 15' 20" West 78.07 feet to a pipe set in a fence corner; thence through Lot 3056, North 31 degrees 49' West 75.96 feet to a pipe at a fence corner; thence crossing Lots 3056, 3057, 3058 and 3059, North 60 degrees 20' East 77.32 feet to a pipe thence South 32 degrees 45' East 76.12 feet to the place of beginning. Being parts of Lots 3056, to 3060, inclusive, as shown on the above mentioned Plat of Woodland Beach, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in May 1949.

BEING the same property which was conveyed to WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife, by deed from NELLIE L. COOK and ANNE E. DAGLE, dated June 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 693, folio 213, AND BEING the same property conveyed to KYLE V. THOMAS and EMMA S. THOMAS, his wife, by deed from WILLIAM B. COUCH and ELIZABETH D. COUCH, his wife, dated October 22, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1246, folio 256.

THE SAID PROPERTY being improved by a frame and cinder block dwelling containing five rooms and bath, with oil circulating heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
named in the Mortgage
144 Duke of Gloucester St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

No.

14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132
PAGE 550

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 7, 1961

We hereby certify, that the annexed

Attorney's Sale

William B. Couch

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 6th

day of June, 1961. The first

insertion being made the 12th day of

May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUN 12 7 PM W. B. Gilghams

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 551

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14, 384

William B. Couch

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 12th

day of July, 1961. The first

insertion being made the 10th day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL 14 PM 12:29 Tilghman

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
NO. 14,384 EQUITY

In the Matter of the Mortgaged
Real Estate of
WILLIAM B. COUCH and
ELIZABETH D. COUCH, his wife
and

KYLE V. THOMAS and
EMMA S. THOMAS, his wife

Ordered, this 7th day of June,
1961, That the sale of the property
in these proceedings mentioned
made and reported by Samuel M.
Ivrey, Attorney named in the
Mortgage BE. RATIFIED AND
CONFIRMED, unless cause to the
contrary thereof be shown on or
before the 12th 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 12th day of July
next.

The report states that the
amount of sale was \$4,900.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-1

No. M. G. 215-7

15

Dr. In the Matter of the Mortgaged Real Estate of William B. Couch and Elizabeth D. Couch, his wife and. Kyle V. Thomas and Emma S. Thomas, his wife in ac.

To Attorney for Fee, viz:	35 00	
To Attorney for Commissions, viz:	177 00	212 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	89 24	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
Speer Publications, Inc. - handbills	14 95	
Globe Indemnity Co. - bond premium	22 00	
Robert H. Campbell - auctioneer's fee	45 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	5 50	
Katherine S. Russell - notary fees	1 00	207 44
To Annapolis Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,479 08	4,479 08
		4,950 02
Amount of mortgage claim filed	4,897 52	
Interest @ 6% on principal balance of \$4,893.08 from 6/6/61 to 9/6/61 - 3 months	73 40	
	4,970 92	
Cr. Amount allowed above	4,479 08	
Balance subject to decree in personam	491 84	

with

Samuel M. Ivrey, Attorney named in Mortgage.

Cr.

1961				
June	6	Proceeds of Sale	4,900 00	4,900 00
		Refund 1961 State and County taxes (\$88.04) - 6 months 24 days	50 02	50 02
				4,950 02

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate of
William B. Couch and Elizabeth D.
Couch, his wife
~~VERSUS~~

and

Kyle V. Thomas and

Emma S. Thomas, his wife

No. 14,384

Equity.

1961 AUG -1 PM 1:03

FILED ORDERED, This 1st day of August, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17 day of September, 1961, that the foregoing 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 SEP 14 PM 3:04

D. Bowie Danchett

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 556

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
No. 14,384 Equity

In the Matter of the Mortgaged
Real Estate of WILLIAM B.
COUCH and ELIZABETH D.
COUCH, his wife and
Kyle V. Thomas and
Emma S. Thomas, his wife

Ordered, this 1st day of August,
1961, That the Report and Account
of the Auditor, filed this day in
the above entitled cause BE RAT-
IFIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 5th day of
September next; Provided, a
copy of this Order be inserted in
some newspaper published in An-
ne Arundel County, once in each
of three successive weeks before
the 5th day of September next.
GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
A-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1961

We hereby certify, that the annexed -----

Order Nisi by 14,384

Auditor Account

William B. Couch

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3 -----

successive weeks before the 5th -----

day of September -----, 1961. The first

insertion being made the 3rd ----- day of

August -----, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1961
SEP 13 PM 3:46
FILED

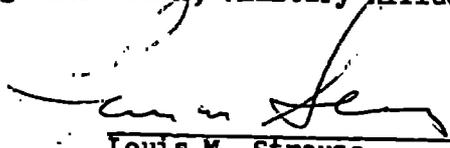
No. M. G. 22722

IN THE MATTER OF THE SALE	:	EQUITY NO.
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF B. PURNELL DUNCAN AND	:	CIRCUIT COURT
GERTRUDE L. DUNCAN, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	700.14,360

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
Attorney named in Mortgage

STATEMENT OF CLAIM

Mortgage of B. Purnell Duncan and Gertrude L. Duncan, dated June 12, 1956, to Capital City Building and Loan Association as recorded in Anne Arundel County Land Records in Liber G.T.C. No. 1035, folio 598.

To principal amount of Loan	\$15,724.00
To payments on principal thru April 30, 1961	2,753.70
Balance on principal as of April 30, 1961	12,970.30
Plus interest thru April 30, 1961	324.30
Interest due from April 30, 1961.	13,294.60

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 2nd day of May, 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 foregoing balance is due and owing under mortgage as alleged.

Witness my hand and Notarial seal.

Mildred F. Bean
Mildred F. Bean - Notary Public



FILED
1961 MAY -3 AM 10:06

This Mortgage,

made this 12th day of June,

in the year one thousand nine hundred and fifty-six, between B. Purnell Duncan and Gertrude L. Duncan, his wife, of

of Annapolis, Md., 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 Fifteen Thousand Seven Hundred and Twenty-four- - - - -

----- 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 One Hundred and Thirty-five- - - - - 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 twelfth 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 th grant, convey and assign unto said Mortgagee, its successors and assigns, all

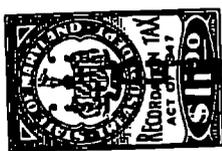
that lot(s) of ground situate and lying in Sixth Election District of Anne Arundel County, State of Maryland and described as follows:

All that lot of ground, situate, lying and being in the City of Annapolis, Maryland, (formerly the Second Election District of Anne Arundel County) and known as Lot 8-A, a part of Lot No. 8 of the subdivision described as "Rosewood" and more particularly described as follows:

Beginning for the same at an iron pipe set on the northwest side of Parole Street, said point being the easternmost corner of Lot 8, as shown on a plat of Rosewood recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, folio 10; and running from thence and with the northwest side of Parole Street, South 39° 28' 30" West, 115.77 feet to a pipe; thence crossing Lot 8, North 67° 55' 20" West, 111.29 feet and North 15° 32' East, 86.66 feet to the common corner of lots 8, 9, 21 and 22 as shown on said plat; thence with the north line of Lot 8, South 87° 40' East, 138.95 feet to the outline as shown on said plat, thence with said outline, South 25° 50' 30" East, 33.68 feet to the place of beginning.

Being the northern portion of Lot 8, as shown on the above mentioned plat of Rosewood, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in August, 1952.

BEING the same lot of ground conveyed to B. Purnell Duncan and Gertrude L. Duncan, his wife, by Joseph C. Tyler, unmarried, by deed dated November 21st, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 934, folio 594.



FILED
MAY -3 AM 10:07

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closer 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 foregoing 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 foreclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary 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 foregoing 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:

Louis M. Strauss
.....
Louis M. Strauss

B. Purnell Duncan (SEAL)
B. Purnell Duncan
Gertrude L. Duncan (SEAL)
Gertrude L. Duncan
..... (SEAL)

x

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of June, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared B. Purnell Duncan and Gertrude L. Duncan, 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

May 6, 1957.

Rec'd for record June 13 1956, at 2:36 PM,
 Mailed to Sadie M. Strauss

LOUIS M. STRAUSS
Attorney
 CAPITAL CITY BLDG.
 ANNAPOLIS, MD.

MORTGAGE

FROM

B. Purnell Duncan and

Gertrude L. Duncan, his wife

TO

CAPITAL CITY BUILDING AND
 LOAN ASSOCIATION OF
 ANNAPOLIS, MARYLAND

Received for record 19... at ... M.
 Same day recorded in Liber 1035 at 2:36 PM
 No... of
 the Land Records of Anne Arundel County
 and examined per Clerk.
 Cost of Record \$ 7.50

LIBER 132 PAGE 561
AFFIDAVIT OF NON-MILITARY SERVICE

Equity No.
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

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

I hereby certify that, on this 2nd 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,

Louis M. Strauss, Attorney named in mortgage

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
that B. Purnell Duncan is over 40 years of age, and is now a School Teacher;
that Gertrude L. Duncan is a housewife.

and is not in the military service of the United States of America.

Louis M. Strauss, Attorney

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 2nd day of

Notarial
Seal

May,

, 19 61 .

Mildred F. Dean
Notary Public

My Commission will expire on: May 6, 1963.



FILED
1961 MAY -3 AM 10:07

LOUIS M. STRAUSS, SOLICITOR
124 South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Property

ON PAROLE STREET AT FOREST DRIVE,
ANNAPOLIS, MARYLAND

Under and by virtue of the power contained in a mortgage from B. Purnell Duncan and Gertrude L. Duncan, his wife, to the Capital City Building and Loan Association, dated June 12th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1035, folio 598, 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

MONDAY, JUNE 5, 1961

at 11 A.M. D.S.T.

All that lot of ground situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, designated as Lot 8-A, a part of Lot No. 8 of the subdivision described as "Rosewood" and more particularly described as follows:

Beginning for the same at an iron pipe set on the northwest side of Parole Street, said point being the easternmost corner of Lot 8, as shown on a plat of Rosewood recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, folio 10; and running from thence and with the northwest side of Parole Street, South 39° 28' 30" West, 115.77 feet to a pipe; thence crossing Lot 8, North 67° 55' 20" West, 111.29 feet and North 15° 32' East, 86.66 feet to the common corner of Lots 8, 9, 21 and 22 as shown on said plat; thence with the north line of Lot 8, South 87° 40' East, 138.95 feet to the outline as shown on said plat, thence with said outline, South 25° 50' 30" East, 33.68 feet to the place of beginning.

Being the northern portion of Lot 8, as shown on the above mentioned plat of Rosewood, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in August, 1952.

BEING the same lot of ground conveyed to B. Purnell Duncan and Gertrude L. Duncan, his wife, by Joseph C. Tyler, unmarried, by deed dated November 21, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 934, folio 594.

The improvements consist of a modern Cape Cod one and one-half story dwelling, constructed in 1956, three bedrooms, bath, kitchen, dinette, screened porch, with modern conveniences, hot air heating system.

TERMS OF SALE: A cash deposit of \$1,000.00 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.

FILED

LOUIS M. STRAUSS,
Attorney Named in Mortgage

1961 JUN -5 PM 3:21

I hereby certify I sold the within described property as advertised
to and unto FRANCE A Pindell ----- they or he being the
Gwendolyn Q Pindell -----
highest bidder therefore., at and for the sum of \$ 14,200.⁰⁰

Milton Finkelstein
Auctioneer

I, we hereby certify that I, we purchased the within property
at public sale at and for the sum of \$ 14,200.⁰⁰

France Pindell
For self and
wife Gwendolyn Q. Pindell

FILED

1961 JUN -5 PM 3:21

IN THE MATTER OF THE SALE : IN THE
OF THE MORTGAGED REAL ESTATE : CIRCUIT COURT
OF B. PURNELL DUNCAN AND : FOR
GERTRUDE L. DUNCAN, HIS WIFE : ANNE ARUNDEL COUNTY
: EQUITY NO. 14,360

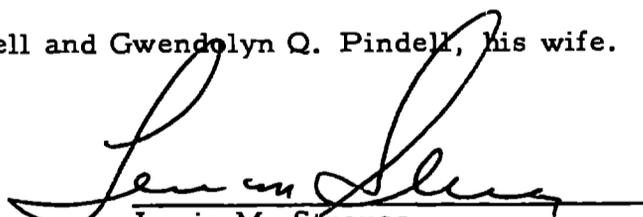
.....

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-Gazette, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 5th day of June, 1961, at 11 A.M. (E. D. T.) 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 Fourteen Thousand Two Hundred (14,200.00) Dollars to and unto the said France A. Pindell and Gwendolyn Q. Pindell, his wife.

Respectfully submitted,


Louis M. Strauss,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of June, 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

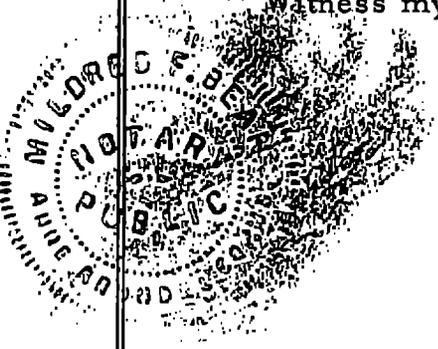
FILED
1961 JUN -5 PM 3:21

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

Mildred F. Bean - Notary Public



ORDER NISI

LIBER 132 PAGE 566

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF B. PURNELL
DUNCAN AND GERTRUDE L. DUNCAN, his
~~WIFE~~ wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 14,360 Equity

Ordered, this 5th day of June, 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 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.

The report states that the amount of sale was \$ 14,200.00.

Filed 1961 June 5-3:21 PM

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF B. PURNELL
DUNCAN AND GERTRUDE L. DUNCAN, HIS
~~WIFE~~ WIFE

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of July, 19 61
that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired 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.

U. Bruce Duckett
JUDGE.

FILED

1961 JUL 17 PM 1:58

11

LOUIS M. STRAUSS, Solicitor
124 South Street
Annapolis, Maryland.

Attorney's Sale

OF VALUABLE
IMPROVED
FEE SIMPLE
PROPERTY

ON PAROLE STREET AT
FOREST DRIVE, ANNAPOLIS,
MARYLAND

Under and by virtue of the power contained in a mortgage from B. Purnell Duncan and Gertrude L. Duncan, his wife, to the Capital City Building and Loan Association, dated June 12th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1035, folio 595, 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

Monday, June 5, 1961
at 11 A.M., D.S.T.

All that lot of ground situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, designated as Lot 8-A, a part of Lot No. 8 of the subdivision described as "Redwood" and more particularly described as follows:

Beginning for the same at an iron pipe set on the northwest side of Parole Street, said point being the easternmost corner of Lot 8, as shown on a plat of Rosewood recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, folio 10; and running from thence and with the northwest side of Parole Street, South 39 degrees 28' 30" West, 115.77 feet to a pipe; thence crossing Lot 8, North 67 degrees 55' 20" West, 111.29 feet and North 15 degrees 32' East, 86.66 feet to the common corner of Lots 8, 9, 21 and 22 as shown on said plat; thence with the north line of Lot 8, South 87 degrees 40' East, 138.95 feet to the outline as shown on said plat, thence with said outline, South 25 degrees 50' 30" East, 33.88 feet to the place of beginning.

Being the northern portion of Lot 8, as shown on the above mentioned plat of Rosewood, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in August, 1952.

BEING the same lot of ground conveyed to B. Purnell Duncan and Gertrude L. Duncan, his wife, by Joseph C. Tyler, unmarried, by deed dated November 21, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 934, folio 594.

The improvements consist of a modern Cape Cod one and one-half story dwelling, constructed in 1956, three bedrooms, bath, kitchen, denette, screened porch, with modern conveniences, hot air heating system.

TERMS OF SALE: A cash deposit of \$1,000.00 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
Ju-2,

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1961

We hereby certify, that the annexed

Attorney's Sale

B. Purnell Duncan

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 5th

day of June, 1961. The first

insertion being made the 13th

day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

196360
LIBER 132 PAGE 567

FILED
JUN 21 2 22 PM '61

No.

12

Evening Capital

LIBER 132 PAGE 568

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1961

We hereby certify, that the annexed _____

Order Nisi Sale
Eq. 14,360

B. Purnell Duncan

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 _____

successive weeks before the 10th _____

day of July, 1961. The first

insertion being made the 9th _____ day of

June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL 14 PM 12:15 H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
No. 14,360 Equity

In the Matter of the Sale of the
Mortgaged Real Estate of
B. PURNELL DUNCAN and
GERTRUDE L. DUNCAN, his
wife

Ordered, this 5th day of June,
1961, That the sale of the Prop-
erty in these proceedings mentioned
made and reported by Louis M.
Strauss, Attorney named in Mort-
gage BE RATIFIED AND CON-
FIRMED, unless cause to the con-
trary thereof be shown on or be-
fore the 10th day of July next;
Provided, a copy of this Order
be inserted in some newspaper
published in Anne Arundel Coun-
ty, once in each of three succes-
sive weeks before the 10th day of
July next.

The report states that the
amount of sale was \$14,200.00.

GEORGE T. CROMWELL, Clerk

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

No. M. G. 21547

IN THE MATTER OF THE SALE	:	EQUITY NO: 14,360
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF B. PURNELL DUNCAN AND	:	CIRCUIT COURT
GERTRUDE L. DUNCAN, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY

.....

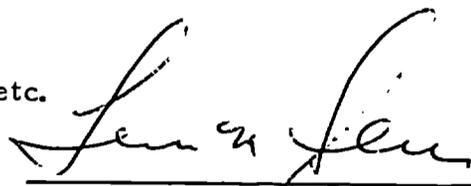
PETITION FOR LEAVE TO FILE BOND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Louis M. Strauss, Attorney named in Mortgage, respectfully shows:

1. That your Petitioner acting as attorney named in the mortgage in these proceedings did advertise and make public sale of the property described in these proceedings on June 5, 1961, at 11 A. M. and has duly reported this sale to said Court and said sale has been duly ratified.
2. That through inadvertence caused mainly by the Mortgagors, who endeavored to refinance the property several days prior to the sale the filing of the Bond was delayed to save expense and thereafter through inadvertence, not filed by your P etitioner.
3. Your petitioner has the proceeds of sale in his possession and is about to state an Account with the Court Auditor to make distribution thereof, and prays leave of this Honorable Court to file a corporate Bond in the amount of Fourteen Thousand (14,000.00) Dollars, Nunc Pro Tunc as of June 5, 1961, at 10 A. M.

And as in duty bound, etc.



Louis M. Strauss, Petitioner and Attorney named in Mortgage

FILED

1961 AUG 14 AM 11:29

14

ORDER OF COURT

Upon the foregoing Petition to file Bond Nunc Pro Tunc and assumption of jurisdiction in these proceedings under the Provision of Article 66, Section 5, Sub-section B, (of the Annotated Code of 1957) it is this 14th day of August, 1961, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the Petitioner, Louis M. Strauss, Attorney named in Mortgage, be, and he is hereby authorized to file a Bond as required by law and the Rules of this Court, in these Foreclosure proceedings, in the sum of Fourteen Thousand (14,000.00) Dollars, as of June 5, 1961, at 10 A. M. , and that the Clerk of this Court be, and he is hereby directed to receive, file and approve the same according to the Rules of Court.

Benjamin M. Wickham
Judge

GLOBE

LIBER 132 PAGE 571

LIBER 11 PAGE 82

INDEMNITY COMPANY



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

14,360 Equity

BOND

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, 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 FOURTEEN THOUSAND, TWO HUNDRED DOLLARS ----- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of August, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from B. Purnell Duncan and Gertrude L. Duncan, his wife, bearing date on or about the 12th day of June, 1956, 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 WHEREAS, 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 virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Louis M. Strauss (SEA)
Louis M. Strauss PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Ethel M. Carle
Ethel M. Carle

FILED

1961 AUG 14 PM 3:23

Bond approved this 14th day of August, 1961
August T. Caswell Clerk
10:00 A.M.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of
 B. Purnell Duncan and Gertrude L. Duncan, his wife

in ac.

To Attorney for Commissions, viz:	458	57		
To Attorney for Fee, viz:	100	60	558	57
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	85	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	03		
Globe Indemnity Co. - bond premium	56	80		
Milton Finkelstein - auctioneer's fee	80	00		
One-half Federal documentary stamps	7	97		
One-half State documentary stamps	15	95		
Mildred F. Bean - notary fees	1	50	289	01
To Attorney for Taxes, viz:				
1960 State and County taxes and interest	159	39		
1961 State and County taxes (\$151.89) - adjusted to 6/5/61	78	13		
1960 Annapolis City taxes and interest	114	79	352	31
To Attorney for Benefit Charges, viz:				
Metered water from 3/1/61 to 5/31/61	6	85	6	85
To Capital City Building & Loan Ass'n of Annapolis, Maryland, mortgagee - this balance on account mortgage claim	13,027	56	13,027	56
			14,285	80
Amount of mortgage claim filed	13,294	60		
Interest @ 6% on principal balance of \$12,970.30 from 4/30/61 to 9/19/61 - 4 months 19 days	300	48		
Cr. Amount allowed above	13,027	56		
Balance subject to decree in personam	567	52		

18

with

Louis M. Strauss, Attorney named in Mortgage

Cr.

1961

June

5 Proceeds of Sale
Interest on deferred payment of
\$13,200.00 to 7/14/61

14,200 00

85 50

14,285 80

14,285 80

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~XERSMS~~
B. Purnell Duncan
and
Gertrude L. Duncan, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

FILED

No. 14,360

Equity.

1961 AUG 16 AM 9:59

ORDERED, This 16th day of August, 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 18th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of September next.

George T. Cornwall

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of September, 1961, that the foregoing 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~~ *Trustee* apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 SEP 19 PM 1:53

Matthew J. Evans

Evening Capital

LIBER 132 PAGE 576

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed -----

Order Nisi Eq 14,360
Auditor Account

B. Parrnell Duncan

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3 -----

successive weeks before the 18th -----

day of September, 1961. The first

insertion being made the 17th ----- day of

August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23006 1961 SEP -8 PM 4:11 By H. Tilghman

Legal Notice

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

Equity
No. 14,360
In the Matter of the Sale of the
Mortgaged Real Estate of
B. PURNELL DUNCAN and
GERTRUDE L. DUNCAN, his
wife

Ordered, this 16th day of Aug-
ust, 1961, That the Report and
Account of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
thereof be shown on or before
the 18th day of September next;
Provided, a copy of this Order be
inserted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 18th day of
September next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.
A-31

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Gerald Kunes, Attorney :
and Assignee named in :
Mortgage :

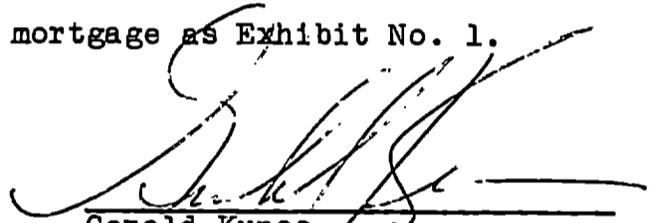
vs

Equity # 14.066

Paul E. Strawderman and :
Leta M. Strawderman, his wife :
:

Mr. Clerk:

Please docket the above-entitled proceedings to foreclose mortgage, and file original mortgage as Exhibit No. 1.



Gerald Kunes
Attorney named in the Mortgage
and Assignee

FILED

1960 OCT 28 AM 10:16

THIS PURCHASE MONEY MORTGAGE, Made this 6th day of April,
in the year one thousand nine hundred and fifty-four, by and between PAUL E.
STRAWDERMAN and LETA M. STRAWDERMAN, his wife, parties of the first part, and
GUIL BARBER, Trustee, party of the second part;

WHEREAS, the parties of the first part are bona fide indebted unto the
party of the second part in the full and just sum of Eighteen hundred Fifty
(\$1850.00) Dollars, being deferred purchase money on the hereinafter
described property, for which amount they have executed and delivered unto
the party of the second part, their one certain promissory note bearing even
date herewith in the aforesaid sum of Eighteen hundred Fifty (\$1850.00) Dollars
with interest until paid at the rate of Six (6%) per centum per annum, said
principal sum and interest thereon or on so much thereof as may from time to
time remain unpaid, being payable in monthly installments of Twenty-five and
no./100 (\$25.00) Dollars, with the privilege of making larger payments in any
amount on the ^{2^d} day of each and every month after date until paid; each
installment when so paid to be applied first to the payment of the interest
accrued on the amount of the principal remaining unpaid and the residue
thereof to be credited to the principal.

AND it is expressly agreed that if default be made in the payment of
any one of the aforesaid installments when and as the same shall become due
and payable, then and in that event, the unpaid balance of the aforesaid
principal sum and accrued interest shall, at the option of the holder thereof
at once become and be due and payable, and wish to better secure the punctual
payment of said note by the execution of this Mortgage, which was a condition
precedent to the making of said note.

NOW, THIS MORTGAGE WITNESSETH, that in consideration of the premises
and of the sum of One (\$1.00) Dollar, the said parties of the first part do
grant unto the said party of the second part, in fee simple, all that piece
or parcel of ground situate, lying and being on the southwest side of the
Old Annapolis Road, in the Fourth Election District of Anne Arundel County,
aforesaid, and described as follows, to-wit:

FILED

1950 OCT 28 AM 10:15

As described in [Beginning for the same at an iron pipe set at the beginning of the South 37°45' West 38 perch line as described in deed dated June 24, 1926 from Harry C. Kalben, Trustee, to Leight F. Barber and recorded among the Land Records of Anne Arundel County in Liber WMB 27 at Folio 2 and running with said line South 37°45' West 21.00 feet thence North 35°30' East 303.18 feet to an iron pipe and the point of beginning of the herein described parcel of land; thence South 37°45' West 150 feet to an iron pipe; thence South 35°30' East 104.43 feet to an iron pipe; thence South 37°45' West 57.27 feet to an iron pipe; thence North 52°15' West 200 feet to an iron pipe; thence North 37°45' West 267.49 feet to an iron pipe; thence South 35°30' East 104.43 feet to the place of beginning and containing 32.475 square feet more or less as surveyed by Bowen & Company, October, 1948.]

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the party of the second part, his heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said parties of the first part for them and for their heirs

executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said parties of the second part, their heirs and assigns or their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, First to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagees or holder of this Mortgage, and commissions to the parties making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; Secondly, to the payment of all claims of the said mortgagees, their personal representatives and assigns under this mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND IT IS FURTHER AGREED THAT if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then

the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

AND the said parties of the first part for them and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure the benefit of the said party of the second part, their personal representatives and assigns to the extent of his, here, or their lein or claim hereunder.

WITNESS our hands and seals.

Paul E. Strawderman (SEAL)
Paul E. Strawderman

Lita M. Strawderman (SEAL)
Lita M. Strawderman

TEST:

Frank P. Casula
Frank P. Casula

STATE OF MARYLAND)
ANNE ARUNDEL COUNTY) SS:

I HEREBY CERTIFY that on this both day of April, in the year of our Lord one thousand nine hundred and fifty-four before the subscriber, a Notary Public of the said State in and for the County aforesaid, personally appeared in said State and County, PAUL E. STRAWDERMAN AND LITA M. STRAWDERMAN, his wife, grantors in the foregoing deed and they acknowledged the foregoing Mortgage to be their act.

WITNESS my hand and official seal.

my Commission expires May 2, 1955
Frank P. Casula
Notary Public
Frank P. Casula

5

STATE OF MARYLAND)
ANNE ARUNDEL COUNTIE)

SS:

I HEREBY CERTIFY that on this 6th day of April, in the year one thousand nine hundred and fifty-four before the subscriber, a Notary Public in and for the State of Maryland, County of Anne Arundel aforesaid, personally appeared in said State and County, GUIL BARBER, Trustee, the within-named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

WITNESS my hand and official seal.

Frank P. Casula
Frank P. Casula Notary Public

My Comm. Expires:

May 2, 1955

Recorded-19th-April-1954-at-2:45-P.M.

Assignment

September 20, 1960

The herein Mortgage is assigned to Gerald Kunes for purposes of foreclosure.

R. J. Webster
Witness
R. J. WEBSTER

GUIL BARBER (SEAL)
GUIL BARBER, Trustee

1960 SEP 27 011 910
RECORDED IN LIBER 810
FOLIO 285
GUIL BARBER

Handwritten mark

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Gerald Kunes, Attorney
 and Assignee named in
 Mortgage
 vs
 Paul E. Strawderman and
 Leta M. Strawderman, his wife
 Equity # 14,066

Statement of Mortgagee's Claim

The statement of the mortgagee's claim, by Gerald Kunes, assignee for the purposes of foreclosure under said mortgage from Paul E. Strawderman and Leta M. Strawderman, his wife, to Guil Barber, Trustee, dated the 6 day of April, 1954, and recorded among the Land Records of Anne Arundel County, in Liber 825, folio 181, and short assigned by Guil Barber, Trustee unto Gerald Kunes at the foot of the mortgage shows as follows:

Principal amount -----	\$ 1850.00
Interest from April 6, 1954 at 6% -----	\$ 725.00
Insurance -----	\$ 97.50
Interest on insurance -----	\$ 5.85
Taxes -----	\$ 540.00
Interest on taxes from April 6, 1954 -----	\$ 32.46
total	\$3,250.81

Gerald Kunes

 Gerald Kunes, assignee
 150 Washington Blvd.
 Laurel, Maryland
 Parkway 5-0300

FILED
 1960 OCT 28 AM 10:16

17

State of Maryland, Anne Arundel County, to wit:

I hereby certify that upon this 15th day of April, 1966, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Herald K..., assignee of the mortgage for foreclosure, and also made in due form of law the oath the matters and facts in this statement of mortgage claim are true and that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Charles J. [Signature]

My commission expires :



8

GLOBE

LIBER 132 PAGE 585

LIBER 10 PAGE 411



EXECUTIVE OFFICE - NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

Equity No. 14,066

KNOW ALL MEN BY THESE PRESENTS: That we, GERALD KUNES

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 FIVE THOUSAND (\$5,000.00) 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 28th day of October, 1960.

WHEREAS by virtue of a power of sale contained in a Mortgage from Paul E. Strawderman and Leta M. Strawderman, his wife to Guil Barber, Trustee, -----, bearing date on or about the 6th day of April 1954, the said Gerald Kunes as Assignee, 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 Gerald Kunes as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal 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.

WITNESS:

[Signature]
Gerald Kunes PRINCIPAL

[Signature]
Ethel ~~Parle~~ **FILED**

GLOBE INDEMNITY COMPANY, a body corporate
By *[Signature]*
John H. Hopkins, IV, Attorney in fact



1960 OCT 28 AM 10:17

Bond approved this 28th day of *October*, 1960

[Signature] Clerk

9

GERALD KUNES
Attorney
150 Washington Boulevard
Laurel, Maryland

Assignee's Sale

OF VALUABLE IMPROVED RESIDENTIAL PROPERTY

By virtue of the power and authority contained in a certain mortgage from Paul E. Strawderman and Leta M. Strawderman, his wife, to Guil Barber, Trustee, dated April 6, 1954 and recorded among the Land Records of Anne Arundel County in Liber 825 at Folio 181, the same having been assigned to Gerald Kunes, default having occurred in the terms and conditions thereof, the undersigned Assignee of the said mortgage will sell in front of the County Court House at public auction

Friday, Oct. 28th, 1960
at 10:30 o'clock A. M.

all that property in said mortgage described, the same lying and being on the Southwest side of the Old Annapolis Road, in the Fourth Election District of Anne Arundel County and particularly described as follows:

Beginning for the same at an iron pipe set at the beginning of the South 37 degrees 45' West 38 perch line as described in deed dated June 24, 1926 from Harry C. Kalben, Trustee, to Leight F. Barber and recorded among the Land Records of Anne Arundel County in Liber WMB 27 at Folio 2 and running with said line South 37 degrees 45' West 21.00 feet thence North 35 degrees 30' East 303.18 feet to an iron pipe and the point of beginning of the herein described parcel of land; thence South 37 degrees 45' West 150 feet to an iron pipe; thence South 35 degrees 30' East 104.43 feet to an iron pipe; thence South 37 degrees 45' West 57.27 feet to an iron pipe; thence North 52 degrees 15' West 200 feet to an iron pipe; thence North 37 degrees 45' West 267.49 feet to an iron pipe; thence South 35 degrees 30' East 104.43 feet to the place of beginning and containing 32.475 square feet more or less as surveyed by Bowen & Company, October, 1949.

Said property is improved by a 1 1/2 story Cinder Block dwelling.

TERMS OF SALE: A deposit of \$2,000 cash, or certified check or cashier's check will be required at the time of sale. The balance of the purchase price shall be paid in cash, with interest at the rate of 6 per cent per annum from date of sale, within ten days after final ratification of the sale by the Circuit Court for Anne Arundel County, otherwise the deposit herein required shall be forfeited and the property resold at the risk and cost of defaulting purchaser.

Taxes and assessments to be adjusted as of the date of sale and thereafter assumed by the purchaser.

The cost of conveyancing, title examination, State and Federal revenue stamps, and all other costs or charges incident to settlement are to be paid by the purchaser.

GERALD KUNES, Assignee
150 Washington Boulevard
Laurel, Maryland
Parkway 5-0300

O-27

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 132 PAGE 586

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1960

We hereby certify, that the annexed -----

Assignee's Sale

Paul E. Strawderman

Equity No. 14,066

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 October, 1960. The first

insertion being made the 6th ----- day of

October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1960 NOV 4

W. Fitzhman

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 7th day of November, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Guil Barber, Mortgagee

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.)

*resides in Gre, West Virginia
and neither are presently employed.*

and ~~THEY~~^{ARE} not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this _____ day of

, 19 60.



Notarial Seal

Gerald Kujala
Notary Public

My Commission will expire on: *May 1, 1961*

Filed,

FILED

1960 NOV -9 AM 9:20

//

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Gerald Kunes, Attorney	:	
	:	
and Assignee named in	:	
Mortgage	:	<i>Deed 19 Feb 188</i>
	:	Equity \$ 14,066
vs	:	
	:	
Paul E. Strawderman and	:	
	:	
Leta M. Strawderman, his wife	:	
	:	
	:	

I hereby certify that I did sell at public auction, upon the 28th day of October, 1960. the following described property:

all that property in said mortgage described, the same lying and being on the Southwest side of the Old Annapolis Road, in the Fourth Election District of Anne Arundel County and particularly described as follows:

Beginning for the same at an iron pipe set at the beginning of the South 37degrees 45' West perch line as described in deed dated June 24, 1926 from Harry C. Kalben, Trustee, to Leight F. Barber and recorded among the Land Records of Anne Arundel County in Liber WMB 27 at Folio 2 and running with said line South 37 degrees 45' West 21.00 feet thence North 35 degrees 30' East 303.18 feet to an iron pipe at the point of beginning of the herein described parcel of land; thence South 37 degrees 45' West 150 feet to an iron pipe; thence South 35 degrees 30' East 104.43 feet to an iron pipe; thence South 37 degrees 45' West 57.27 feet to an iron pipe; thence North 52 degrees 15' West 200 feet to an iron pipe; thence North 37 degrees 45' West 267.49 feet to an iron pipe; thence South 35 degrees 30' East 104.43 feet to the place of beginning and containing 32,475 square feet more or less as surveyed by Bowen & Company, October, 1948.

at and for the sum of \$ 7,000.00. The purchaser was Guil Barber, Trustee, and that the sale was fairly made.

Orville J. Cook
AUCTIONEER,

FILED

1960 NOV -9 1960

WITNESS AS TO AUCTIONEER'S SIGNATURE,

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Gerald Kunes, Attorney
and Assignee named in
Mortgage

vs

Paul E. Strawderman and
Leta M. Strawderman, his wife

Equity # 141,066
Deed 19
folio 188

I, the undersigned do hereby certify that upon the 28 day
of October, 1960, I purchased the following described property:

all that property in said mortgage described, the same lying and being
on the Southwest side of the Old Annapolis Road, in the Fourth Election
District of Anne Arundel County and particularly described as follows:

Beginning for the same at an iron pipe set at the beginning of
the South 37 degrees 45' West peroh line as described in deed dated
June 24, 1926 from Harry C. Kalben, Trustee, to Leight F. Barber and
recorded among the Land Records of Anne Arundel County in Liber
WMB 27 at Folio 2 and running with said line South 37 degrees 45'
West 21.00 feet thence North 35 degrees 30' East 303.18 feet to an
iron pipe at the point of beginning of the herein described parcel
of land; thence South 37 degrees 45' West 150 feet to an iron pipe;
thence South 35 degrees 30' East 104.43 feet to an iron pipe; thence
South 37 degrees 45' West 57.27 feet to an iron pipe; thence North
52 degrees 15' West 200 feet to an iron pipe; thence North 37 degrees
45' West 267.49 feet to an iron pipe; thence South 35 degrees 30'
East 104.43 feet to the place of beginning and containing 32,475
square feet more or less as surveyed by Bowen & Company, October, 1948.

at and for the sum of \$ 7,000.00 , and that the sale was
fairly made.

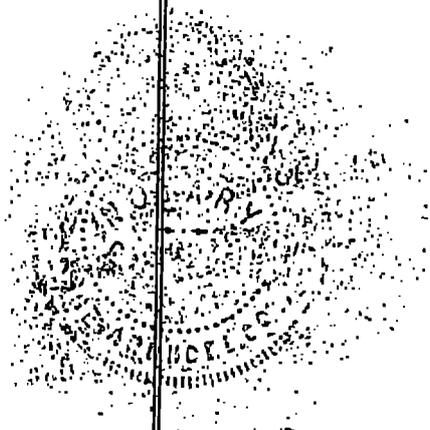
Leight F. Barber

FILED

1960 NOV -9 AM 9:14

State of Maryland, County Anne Arundel County, to wit:

I hereby certify that upon this 7 day of November,
19 60, before me the subscriber, a Notary Public of the State of
Maryland, in and for the County of Anne Arundel,
personally appeared Gerald Kunes, and being
duly sworn did affirm the matters and facts stated in this report of
sale and thereby stated that they are true and that the sale was fairly
made.



[Signature]
NOTARY PUBLIC, MY COMMISSION
EXPIRES:

ORDER NISI

LIBER 132 PAGE 592
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,066 Equity

GERALD KUNES, Attorney and Assignee
named in Mortgage

versus

PAUL E. STRAWDERMAN and
LETA M. STRAWDERMAN, his wife

Ordered, this 9th day of November, 1960, That the sale of the
Property in these proceedings mentioned
made and reported by Gerald Kunes, Assignee

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 \$ 7,000.00

FILED 1960 NOV 9 AM 9:14

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

GERALD KUNES, Attorney and Assignee
named in Mortgage

versus

PAUL E. STRAWDERMAN and
LETA M. STRAWDERMAN, his wife

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 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 re-
quired 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.

FILED

1960 DEC 20 PM 2:46

V. Bonnie Duckett
JUDGE.

GLOBE

LIBER 132 PAGE 593
LIBER 10 PAGE 427



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity No. 14,066

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Gerald Kunes, 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 Two Thousand Dollars (\$2,000.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, in a cause in the Circuit Court for Anne Arundel County entitled Gerald Kunes, Assignee, vs. Paul E. Strawderman and Leta M. Strawderman, his wife, #14,066 Equity the said Gerald Kunes, Assignee was authorized to make sale of the property described in said proceedings and the said Gerald Kunes has executed said power and made sale of the property described in said proceedings.

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

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

Gerald Kunes (SEAL)
Gerald Kunes PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By *John H. Hopkins, IV*
John H. Hopkins, IV, Attorney-in-fact
SURETY



Additional
Bond approved this 14th day of November, 1960
George T. Cornwell, Clerk

1960 NOV 14 AM 11:00

Maryland Gazette

LIBER 132 PAGE 594

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1960

We hereby certify, that the annexed _____

Order Nisi Sale
Eq. 14, 066

Paul E. Strawderman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 _____

successive weeks before the 19th _____

day of December, 1960. The first

insertion being made the 17th _____ day of

November, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,066 Equity

GERALD KUNES, Attorney and Assignee named in Mortgage

versus

PAUL E. STRAWDERMAN and LETA M. STRAWDERMAN, his wife

Ordered, this 9th day of November, 1960, That the sale of the Property in these proceedings mentioned, made and reported by Gerald Kunes, Assignee 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 on three successive weeks before the 19th day of December next.

The report states that the amount of sale was \$7,000.00.

GEORGE T. CROMWELL, Clerk

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

No. M. C. 18116

FILED

By _____

18

1960 DEC 15 PM 1:24

Dr. Gerald Kunes, Attorney and Assignee named in Mortgage vs. Paul E. Strawderman and Leta M. Strawderman, his wife in ac.

To Assignee for Commissions, viz:.	240	00	240	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	25		
Auditor - stating this account	27	00	70	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	82	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Globe Indemnity Co. - bond premiums	28	00		
Carlisle F. Cook - auctioneer's fee	100	00		
Notary fees	1	00	238	24
To Guil Barber, mortgagee - in full for mortgage claim, viz:				
Principal balance	1,850	00		
Interest thereon @ 6% from 4/6/54 to 9/12/61 - 7 years 5 months 6 days	825	10		
Taxes paid by mortgagee as follows:				
1955 State and County taxes	55	48		
1956 State and County taxes	56	59		
1957 State and County taxes	57	54		
1958 State and County taxes	82	26		
1959 State and County taxes and interest	90	90		
Advertising and costs	18	50		
1960 State and County taxes and interest	93	71	3,130	08
To Atlas Credit Corporation, judgment creditor - in full for claim in No.A-2721 Law, viz:				
Debt	1,382	47		
Interest thereon from 12/4/59 to 9/12/61 - 1 year 9 months 8 days	147	00		
Court costs	38	13		
Attorney's collection fee	207	37	1,774	97
To Paul E. Strawderman and Leta M. Strawderman, his wife, mortgagors - this balance	1,546	46	1,546	46
			7,000	00

with

Gerald Kunes, Assignee

Cr.

1960

Oct.

28

Proceeds of Sale

7,000 00

7,000 00

7,000 00

ORDER NISI

Gerald Kunes, Attorney and
Assignee named in Mortgage
VERSUS
Paul E. Strawderman
and
Leta M. Strawderman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,066

Equity.

ORDERED, This 15th day of August, 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 18th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of September, 1961, that the foregoing 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 SEP 19 PM 1:58

Matthew J. Erwin

FILED

1961 AUG 15 AM 10:01

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OFFICE OF
Maryland Gazette

LIBER 132 PAGE 599

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

Order Nisi
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,066 Equity
Gerald Kunes, Attorney and Assignee named in Mortgage
versus
PAUL E. STRAWDERMAN and LETA M. STRAWDERMAN; his wife
Ordered, this 15th day of August, 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 18th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of September next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed -----

Order Nisi Eq. 14,066
Auditor Account

Paul E. Strawderman

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 September -----, 1961. The first

insertion being made the 17th ----- day of

August -----, 1961.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 22787 1961 SEP -8 PM 6:11 By H. Tilghman

23

