Louise B. Sansbury, by George B. Woelfel, her Committee, 9-11 School Street, Annapolis. William L. Spicknall and Betty H. Spicknall, his wife, N. Harrison Spicknall Jr. and Stella P. Spicknall his wife. all on Gunpowder Road, Beltsville, Md.	No. 14,090 Equity. In the Circuit Court for Anne Arundel County.
vs.	
Hamilton G. Sansbury. Old Colony Cove, Friendship, A.A.Co.	

Bill of Complaint for sale for purpose of Partition of Parcels A. B. and C. and for Final Ratification of contrac of sale for Parcel No. D.

To the Honorable, the Judges of said Court:

Louise B. Sansbury, a non compos mentis by George B. Woelfel her Committee, William L. Spicknall and Betty H. Spicknall, his wife N. Harrison Spicknall Jr. and Stella P. Spicknall, his wife, humbly complaining, respectfully state:

1.

That Louise B. Sansbury and Hamilton G. Stansbury, her husband are legally seized and possessed of the following parcels of land;

(a) Lot No. 11 in Block 13 as is shown on a Plat of Rose Haven on the Bay, Section A, Plat No. 2, filed among the Plat Records of Anne Arundel County, in Plat Cabinet No. 3 Rod F.-1, Plat 3. Being the same parcel of land conveyed to Louise B. Sansbury and Hamilton G. Sansbury, her husband by Joseph E. Rose and Jene E. Rose, his wife by deed dated October 16th, 1951 and is recorded among the Land Records of A. A. Co. in Liber J.H.H. No. 649 folio 343, a certified copy of said deed being filed herewith as Plaintiff Exh. No. 1

(b) A 40 acre farm conveyed to Louise B. Sansbury and Hamilton G. Sansbury, her husband by Mary K. Scrivener, et al. by

deed dated June 6th, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 53 folio 312 a certified copy of said deed being filed as Plaintiff Exh. No. 2

(c) A farm consisting of 98½ acres in Anne Arundel County and 10 acres in Calvert County, which was conveyed to Louise B. Sansbury and Hamilton G. Sansbury, her husband by Ossian K. Mitchell and Ella Gertrude Mitchell, his wife, by deed dated the 10th day of April 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No 33 folio 327, a certified copy of said deed being filed herewith as Plaintiff Exhibit No. 3

(d) That Louise B. Sansbury and Hamilton G. Sansbury, her husband were also seized and possessed of a tract of land, lying, being and situate in the Third Election District of Calvert County having a ½ undivided interest therein with Norval H. Spicknall and HesterL. Spicknall, his wife owning the other ½ undivided interest therein, in the 478 and 7/10 acre tract made up from the following conveyances:

(1) 432½ acres from Sienna Simms, unmarried by deed dated October 20, 1936 and recorded among the Land Records of Calvert County in Liber A.A. H. No. 36 folio 501 a certified copy of said deed being filed herewith as Plaintiff Exh. 4

(2) 21 and 1/5 acres from David H. Thomas and Grace M. Thomas his wife, by deed dated the 15th day of July 1938 and is recorded among the Land Records of Calvert County in Liber A.A.H. No. 38 folio 513 a certified copy of said deed being filed herewith as Plaintiff Exh. No.5

(3) 25 acres from Maurice T. Cochrane and Eva V. Cochrane his wife by deed dated the 27th day of October 1938 and is recorded among the Land Records of Calvert County in Liber A.A.H. No. 40 folio 75 a certified copy of said deed being filed herewith as Plaintiff Exh. No. 6

11.

That all three parcels listed under (d) are adjacent to each other and comprise mostly marsh land and on January 20, 1959 Norval Harrison Spicknall died and his interest became vested in his wife Hester L. Spicknall by virtue of being the surviving spouse.

111.

That Hester L. Spicknall by virtue of her survivorship then being anundivided owner of ½ of the 487 and 7/10 acre tract mentioned in Paragraph No. 1 section (d) died testate on the 10th day of May 1960 and by her Last Will and Testament duly recorded among the Testamentary Records of Prince George County in Will Book W.D.A. No. 5 folio 564 a certified copy of said Will being filed herewith as Plaintiff Exh. No. 7 devised same to her two sons "N.H. Spicknall Jr." and William L. Spicknall "in two equal parts". So

taht William L. Spicknall then became seized and possessed af a ¼ interest in the whole tract as a tenant in common with his brother N. H. Spicknall Jr. who holds the other ¼ undivied interest in the whole. The remaining ½ undivided interest being held by Louise B. Sansbury and Hamilton G. Sansbury her husband as tenants by the entiretiesbetween themselves but as tenants in common with the said William L. Spicknall and N. H. Spicknall Jr.

IV.

That by virtue of a Decree of this Honorable Court dated January 15, 1960 and passed in No. 6208 Divorces, Hamilton G. Sansbury became "divorced a vinculo matrimonii" from said Louise B. Sansbury as will more fully appear by reference to a certified copy of said divorce filed herewith as Plaintiff Exh. No. 8 and thereupon all their interest in all of the realty mentioned and described in this Bill was held by them as tenants in common share and share alike.

V.

That the real estate mentioned and described in this Bill cannot be divided in kind without material loss and injury.

VI.

That by decree of this Court dated October 25, 1960 Louise B. Sansbury was adjudicated a "non compos mentis" and George B. Woelfel was duly appointed "Committee of her person and estate" as will more fully appear by reference to a certified copy of said decree filed herewith a Plaintiff Exhibit No. 9.

VII.

That by agreement dated the 3rd day of November 1960 William L. Spicknall and Betty H. Spicknall, his wife as tenants in common and not as joint tenants or tenants by the entireties agreed to purchase the 3/4 interest of Norvall Harrison Spicknall Jr. Stella Spicknall, his wife, Hamilton G. Sansbury and Louise B. Sansbury his wife, who in turn have agreed to sell unto William L. Spicknall and Betty H. Spicknall his wife, all their right, title, interest and estate in and to that 478 and 7/10 acres of land more or less lying being and situate in the Third Election District of Calvert County

and described in this Bill of Complaint under Paragraph No. 1 (d) (1) (2) and (3) at and for the sum of Forty-six thousand three hundred twelve dollars and fifty cents ($46,312.50) and all parties to this suit believe that it would be for the benefit and advantage of all parties concerned including the non compos mentis that this sale should be ratified and confirmed by this Court. The original of the contract mentioned in this paragraph being filed herewith as Plaintiff Exhibit No. 10.

To the end therefore:

1. That a decree might be passed by this Honorable Court appointing a Trustee to make sale of the real estate mentioned and described in this Bill of Complaint as (a) (b) and (c) and that the proceeds arising therefrom may be divided among the parties entitled thereto according to their respective interest.
2, That the contract of sale filed in these proceedings for the sale of the 3/4 interest of the parties in the realty described in said contract for the amount set forth therein may be finally ratified and confirmed
3. And for such other and further relief as her case may require.

And as in duty bound etc.

George B. Moefel

Committee for Louise B. Sansbury and
Solicitor for the Plaintiffs.

THIS DEED, Made this 16th day of October, in the year Ninteen hundred fifty-one, by and between JOSEPH E. ROSE and JENE E. ROSE, his wife, hereinafter referred to as Grantors, and HAMILTON G. SANSBURY and LOUISE B. SANSBURY, his wife, hereinafter referred to as Grantees,

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable considerations, paid by the Grantees to the Grantors, receipt whereof is hereby acknowledged, and in consideration of the assumption by said Grantees of the payment of the mortgage for the sum of thirty-five hundred dollars ($3500.00) and interest, from the Grantors herein to the County Trust Company of Maryland, Owings, Maryland, dated March 3, 1948, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 458, folio 349, the said Grantors have bargained and sold and by these presents do grant and convey unto said Grantees, as tenants by entireties, their heirs and assigns, in fee simple, the following property, to wit:

ALL that lot or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, being known and designated as Lot No. Eleven (11), Block No. Thirteen (13), on the Plat of Rose Haven on the Bay, Section A, Plat No. 2, filed among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-1, folio 3.

BEING part of the property conveyed to Joseph E. Rose by Benjamin Hance, Trustee, by deed dated October 21, 1946, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 387, folio 197.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises hereby intended to be conveyed, unto and to the proper use and benefit of the said Grantees, as tenants by entireties, and to the survivor of them, his, her, or their heirs and assigns, in fee simple, subject, however, to the mortgage hereinbefore mentioned, the payment of which is hereby assumed by the said Grantees.

AND the said Grantors hereby covenant that they will warrant specially

UGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Plaintiff Exhibit No 1

Examiner's Exhibit No. 4
Sansbury, etc. vs Sansbury
Equity No 14090
John S. Rowe L. Exam

LIBER 133 PAGE 6
BOOK 649 PAGE 344

the property hereby conveyed and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

Test:

O. F. Bowen

Joseph E. Rose (SEAL)

Jene E. Rose (SEAL)

STATE OF MARYLAND, CALVERT COUNTY, To Wit:

I hereby certify that on this 16th. day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared JOSEPH E. ROSE and JENE E. ROSE, his wife, and they acknowledged the aforegoing deed to be their act.

As witness my hand and seal Notarial.

O. F. Bowen Notary Public

Recorded-17th-Oct.-1951-at-1:30-P.M.

6

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 649, Folio 343, 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 28th day of December, 1959, A. D.

George T. Cromwell

George T. Cromwell, Clerk

This Deed made this sixth day of June in the year nineteen hundred and twenty-nine by Mary K. Scrivener single, Frederick W. Scrivener and Maggie V. Scrivener, his wife, of Anne Arundel County, Frank P. Scrivener and Louise G. Scrivener, his wife, of Prince George County, Sallie B. Scrivener Gantt, widow, Leila Scrivener Allnutt, widow, Lillian G. Scrivener Garner widow, and John G. Scrivener, single of Baltimore City all of the State of Maryland, and Kent W. Scrivener, single, of the City of Washington, in the District of Columbia, all of the first part and Hamilton G. Sansbury and Louise B. Sansbury, his wife, of Anne Arundel County, in the State of Maryland, of the second part; witnesseth:

That for and in consideration of the sum Ten dollars, current money, in hand paid by the said parties of the second part to the said parties of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving, the said Mary K. Scrivener Frederick W. Scrivener and Maggie V. Scrivener, his wife, Frank P. Scrivener and Louise G. Scrivener, his wife, Sallie B. Scrivener Gantt, Leila Scrivener Allnutt, Lillian G. Scrivener, Garner, John G. Scrivener and Kent W. Scrivener have bargained

Del E. Hamilton & Sansbury
9-22-30

Examiner's Exhibit No B
Sansbury, etc. v Sansbury.
Equity No 14090
John S. Rowe L. Exam

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and sold and by these presents do grant and convey unto the said Hamilton G. Sanbury and Louie B. Sanbury, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, All that tract, part of a tract, piece or parcel of land situate, lying and being in the Eighth Election District of Anne Arundel County aforesaid, about one and one half miles Southeasterly from Friendship and described as follows, in a deed thereof from Richard B. Tippett, Trustee, to William B. Scrivener dated October the twelfth, in the year Eighteen hundred and ninety-six and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 4 folio 71, that is to say.
Beginning for the same at the Southwest corner of the tract of land heretofore conveyed by Richard B. Tippett, Trustee, to Frank P. Scrivener, which point of beginning is at the boundary line between the property of Frank P. Scrivener and Philip H. Prout and at which point is planted a cedar stake marked "A" and running thence Northerly along a line of fence which divides the property of said Frank P. Scrivener from that of the property now being described and continuing the same course until said boundary line intersects the South boundary line of the land of Harry Owings at which there is planted a cedar stake marked "B" thence Westerly along the South boundary line of Harry Owings' land to the East boundary line of the property of Wm. J. Leitch and a cedar stake marked "C" thence Southwesterly along said boundary line of the lands of Wm. J. Leitch to the main road leading to Friendship and a cedar stake marked "D" thence Southerly along said main road to the land of Philip H. Prout and a cedar stake marked "E" thence Easterly along the North boundary line of said Philip H. Prout's land to the place of beginning, and the cedar stake marked "A", said tract being known as "Mill Field," and is the same lot of ground second described in the Trustees' report of Sale filed in August 1896. Being the same property which was conveyed to the said William B. Scrivener by Richard B. Tippett, Trustee, by the aforesaid deed, and which upon the death of the said William B. Scrivener unmarried, intestate and childless vested in the aforesaid Mary K. Scrivener, Frederick W. Scrivener, Frank P. Scrivener, Sallie B. Scrivener Hartt, Leila Scrivener Allnut, Lillian G. Scrivener Garner, John G. Scrivener and Kent W. Scrivener, his brothers and sisters and only heirs at law.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same

belonging or in anywise appertaining.

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of them the said Hamilton B. Sanbury and Louis B. Sanbury, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

And the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the above named grantors on the day and in the year first above written.

Test as to M. K. S. F. W. S.
M. V. S. F. P. S. L. B. S.
J. G. S.

Mary K. Scrivener (Seal)
Frederick W. Scrivener (Seal)
Mamie V. Scrivener (Seal)
Frank P. Scrivener (Seal)
Louise B. Scrivener (Seal)

Test as to:
J. le Grand Johnson

Sallie B. Scrivener Gantt (Seal)
Leila Scrivener Allnutt (Seal)

Test as to
C. A. Bowen

Lillian S. Garner (Seal)
John G. Scrivener (Seal)

Test as to K. W. S.
E. R. Lutland

Kent W. Scrivener (Seal)

State of Maryland, Anne Arundel County Set:

I hereby certify that on this sixth day of June in the year nineteen hundred and twenty nine before me the subscriber a Notary public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Mary K. Scrivener, Frederick W. Scrivener, and Mamie V. Scrivener, his wife, Frank P. Scrivener and Louise B. Scrivener, his wife, and John G. Scrivener and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial

(Notary seal)

Myrtle Strum
Notary Public

State of Maryland, City of Baltimore Set:

I hereby certify that on this 6th day of June in the year nineteen hundred and twenty-nine before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared Sallie B. Scrivener Gantt and Leila Scrivener Allnutt and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial

(Notary seal)

J. le Grand Johnson
Notary Public

State of Maryland Calvert County Set:

I hereby certify that on this 11th day of June in the year nineteen hundred and twenty-nine before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Lillian J. Scrivener Farmer and she acknowledged the aforegoing deed to be her act and deed.

Witness my hand and real Notarial

(notary seal)

C. H. Bowen
Notary Public

City of Washington District of Columbia, Sct:

I hereby certify that on this 8th day of June in the year nineteen hundred and twenty-nine before me the subscriber a Notary Public of the District of Columbia in and for the City of Washington, aforesaid, personally appeared Kent W. Scrivener and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and real Notarial

(notary seal)

Earle B. Overland
Notary Public

Recorded 14 June 1929 3, P. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber F. S. R. No. 53, Folio 312, 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 17th day of December, 1959, A. D.

George T. Cromwell

George T. Cromwell, Clerk

This Deed, Made this 10th day of April in the year one thousand nine hundred and twenty-eight, by and between Ossian K. Mitchell and Ella Gertrude Mitchell, his wife, both of Forest Park, Illinois, of the first part, and Hamilton G. Sansbury and Louise Bowen Sansbury, his wife, of the second part.

Witnesseth, that in consideration of the sum of Ten Dollars ($10) and other good and valuable considerations, the said Ossian K. Mitchell and Ella Gertrude Mitchell do grant and convey unto the said Hamilton G Sansbury and Louise Bowen Sansbury, as tenants by the entireties, and to the survivor of them, his or her heirs and assigns, in fee simple, all that tract of land situated in Calvert and Anne Arundel Counties, Maryland adjoining the lands of William T. Wells and others and embraced, according to survey made by John Shepherd, Surveyor, in March, 1928, within the following courses and distances, to wit: Beginning for the same at a post in the private road leading through the Mitchell farm towards Friendship, said post being a corner boundary of the lands of William T. Wells and Emmett Trott and run from said post and up said road North 30 degrees 15 minutes East 27 and 92/100 perches, North 36 degrees 45 minutes East 31 and 4/100 perches, North 35 degrees East 18 and 72/100 perches to a post on a bank on the west side of said road and in or near the outline of the lands of M. L. Hutchins, thence leave said road and run with the lands of M. L. Hutchins North 69 degrees 15 minutes West 105 and 46/100 perches to a post where a walnut tree formerly stood, thence North 52 degrees 30 minutes West 37½ perches to a stone, thence South 12 degrees East 57 and 66/100 perches to a stone, thence South 38 degrees 30 minutes West 38 and 4/10 perches to a stone, thence North 73 degrees 6 minutes West 43 and 72/100 perches to a post a corner boundary of Mrs Julia Wilson's land, thence run down and with the low grounds of a branch the 7 following courses and distances South 3 degrees 15 minutes West 25½ perches, South 15 degrees 15 minutes West 18 perches, South 9 degrees West 16 perches, South 0 degrees 45 minutes West 15 perches, South 4 degrees 15 Minutes West 16¼ perches, South 15 degrees 30 minutes West 10 perches, South 7 degrees West 13 and 22/100 perches to a stone a boundary of the lands of the late Thomas Owings, thence with the lands of

Ex & mailed to Owings Bank E. Shore Trust Co. 8-8-28

Plaintiffs Exhibit No 3

13

R. N. Harrison North 88 degrees 45 minutes East 12 and 74/100 perches to a stone, thence South 83 degrees East 18½ perches to a stone a corner boundary of E. H. Sansburys lands, thence with said lands North 19 degrees East 14 and 88/100 perches to a beech tree, thence North 70 degrees 30 minutes East 5 and 4/10 perches to a post, thence North 51 degrees 45 minutes East 27 and 4/10 perches to a post, thence North 82 degrees 45 minutes East 14 perches to a post, thence North 71 degrees 30 minutes East 27 and 32/100 perches to a post, thence leave the low grounds of a branch and run South 58 degrees 30 minutes East 29 and 6/10 perches to a post in a road, thence leave E. H. Sansbury's lands and run with the lands of Emmett Trott North 17 degrees 30 minutes East 5 and 6/10 perches, thence North 54 degrees East 12 and 68/100 perches, thence North 27 degrees 30 minutes East 24½ perches to the place of beginning, containing 1.08 and 7/16 Acres of land, more or less, being a part of the land which the said Ossian K. Mitchell obtained from Nathan S. Lehilds, Trustee, by deed dated the 12th day of June, 1914, and recorded among the Land Records of Calvert County, in Liber G.W.H. No. 15, folio 50, and in the Land Records of Anne Arundel County in Liber G.W. No. 106, folio 164.

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

To Have and To Hold the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Hamilton G. Sansbury and Louise Bowen Sansbury, and to the survivor of them, his or her heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; 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.

Test: Ossian K. Mitchell (seal)

Marguerite Luck. Ella Gertrude Mitchell (seal)

State of Illinois, Cook County, to wit:

I Hereby Certify, That on this 10th day of April in the year one thousand nine hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Illinois, in and for the county of Cook aforesaid, personally appeared Cesrian K. Mitchell and Ella Gertrude Mitchell, the above named grantors, and each acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial seal.

Notarial Seal

William F. Grosser
Notary Public

Recorded May 8th - 1928 - at 9 o'clock A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber F. S. R. No. 33, Folio 327, 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 17th day of Lecember, 1959, A. L.

George T. Cromwell

George T. Cromwell, Clerk

U. S. I. R. STAMPS $8.00

This Deed, Made this 20 day of October, in the year one thousand nine hundred and thirty-six, by C. Sienna Simms also known as Sienna Simmes, unmarried of Florence, Italy, of the first part, and Norval H. Spicknall and Hester L. Spicknall, his wife, and Hamilton G. Sansbury and Louise B. Sansbury, his wife, of the State of Maryland, of the second part.

Witnesseth, that in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said C. Sienna Simms does grant and convey unto Norval H. Spicknall and Hester L. Spicknall, his wife, as tenants by the entireties, and Hamilton G. Sansbury and Louise B. Sansbury, his wife, as tenants by the entireties, in fee simple, all that tract or parcel of land situated near Chesapeake Beach in the Third Election District of Calvert County, Maryland, adjoining the lands of the Chesapeake Beach Hotel Company and others, and more particularly described as follows, that is to say:

Beginning for the same at a large white oak tree standing on the edge of the meadow between the Smith Farm and the farm now being described, thence following the side of the meadow (1) North eight and one-half degrees West four perches, thence (2) North twenty two degrees West nine perches, thence (3) North thirteen and one-half degrees West eleven and one-fifth perches, to a chestnut tree, thence (4) South eighty-four degrees West three and one-half perches to an old beech tree, corner of the Smith and Barber Farms, thence (5) South sixty-seven degrees West nine and three-fifths perches to a large white oak tree, thence (6) South seventy-eight degrees West nine and two-fifths perches to a large white oak tree, thence (7) South sixty-one and one-half degrees West six and three-fifths perches to a large white oak tree, thence (8) South fifty-eight and one-half degrees West, nine and three-fifths perches to a white oak, all of these four

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Plaintiff's Exhibit No 4

Examiner's Exhibit No 1
Sansbury, etc. v. Sansbury
Equity No 14090
John S. Rowe L.
Exam.

trees being distinctly marked, thence (9) South sixty-three degrees West eight and four-fifths perches, thence (10) North sixty nine degrees West nine perches, thence (11) North forty-three and one-half degrees West, four and three-fifths perches to an old beech tree marked "C. C. 1800", thence (12) South eight-four and one-half degrees West five and one-fifth perches, thence (13) South forty-four degrees West eight and one-fifth perches, thence (14) South twenty-two and one-half degrees West five and three-fifths perches, thence (15) North eighty degrees West six and one-fifth perches to an oak tree, thence (16) North sixty-one degrees West twelve and three-fifths perches, thence (17) North eighty-four degrees West nineteen and two-fifths perches to a large elm tree, thence (18) South eighty-eight degrees West six perches, thence (19) North seventy degrees West five and two-fifths perches to a cedar gate post at side of road leading from the farm dwelling to the public road; thence (20) North eighty-four degrees West fourteen and four-fifths perches to a walnut tree, thence (21) North eighty-one degrees West forty-four perches to an old cherry tree at head of a ravine; thence (22) North sixty-six degrees West sixteen perches to a large red oak tree, thence (23) North eighty-seven degrees West eleven and two-fifths perches, thence (24) North seventy-six degrees West eight and three-fifths perches, thence (25) North eighty-three degrees West nineteen and one-fifth perches, thence (26) North eighty-eight degrees West sixteen and two-fifths perches, to a corner of Barber's and Stevens' Farms, thence (27) South nineteen and one-half degrees West eight and one-half perches to a corner of Stevens' and Pushaw's Farms, thence (28) South sixteen and one-half degrees West ten perches, thence (29) South twenty-one and one-half degrees West thirty-eight perches, thence (30) South twenty-six degrees West twenty-four and two-fifths perches, thence (31) South fifty-three perches to a stake, in a swamp on side of the Chesapeake Beach Railroad, thence (32) North eighty-four and one-half degrees East sixteen and three-fifths

perches, thence (33) North seventy-three degrees East ten and one-fifth perches, thence (34) North sixty-seven and one-half degrees East nine and three-fifths perches, thence (35) North forty-seven and one-half degrees East fifteen perches, thence (36) South twenty-nine degrees East nine and one-fifth perches, thence (37) South seventeen and one-half degrees East eight and four-fifths perches, thence (38) South forty-five and one-half degrees East fourteen perches, thence (39) South seventy-nine and one-half degrees East eight and one-half perches, thence (40) South seventy-eight degrees East six and four-fifths perches, thence (41) South fifty-one degrees East ten and four-fifths perches, thence (42) South nineteen degrees East eight perches, thence (43) South seventeen degrees West fourteen and one-fifth perches, thence (44) South four degrees East five and one-fifth perches, thence (45) South twenty and one-half degrees East nine and one-fifth perches, thence (46) South fifty-one degrees East eight and two-fifths perches, thence (47) South seventy-two degrees East eighteen and four-fifths perches, thence (48) South thirty-nine degrees East six and two-fifths perches, thence (49) South fifty-six degrees West twenty-two perches, thence (50) South twenty-two and one-half degrees East twenty-five perches to a stake in centre railroad track, thence (51) South thirty and one-half degrees East seventeen and three-fifths perches to a maple tree standing at edge of the Fishing Creek marsh, thence (52) South twenty-eight and one-half degrees East forty-three perches to a stake in centre Fishing Creek, thence along creek North eighty-two degrees thirty minutes East ninety and ten-elevenths perches; North twenty-one degrees fifteen minutes East thirty-one and seven-elevenths perches; North eighteen degrees thirty minutes East forty-six and thirty-two thirty-thirds perches; North two degrees thirty minutes West twenty-one and nine-elevenths perches; North eighty-five degrees thirty minutes East twenty-two and

eight-elevenths perches; South thirty-nine degrees thirty minutes East twenty-four and eight-thirty-fifths perches; South sixty degrees thirty minutes East sixteen and eight-elevenths perches; North twenty-nine degrees East thirty-six perches to meadow; North twelve degrees West sixty perches; North twenty-nine degrees West sixty-seven and twenty-nine thirty-thirds perches; North thirty-one degrees West fifty-four and six-elevenths perches to oak tree mentioned as starting point, and containing four hundred thirty-two and one-half acres (432½ A.), more or less; the same being all the land that the said Sienna Simms obtained from Christopher C. Shriver, Attorney, by deeds duly recorded in Libers T. B. T. No. 2 at folio 54, etc., and G. W. L. No. 1 at folio 505, etc., Land Records of Calvert County; subject, however, to the interest, if any, that the Chesapeake Beach Railway Company, its successors and assigns may have in a certain railroad bed (now abandoned), obtained by the said Company from C. Sienna Simms, by deed dated August 15, 1929, and Recorded in Liber A.A.H. No. 23 at folio 23, etc., one of the Land Records of Calvert County.

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto Norval H. Spicknall and Hester L. Spicknall, his wife, as to an undivided one-half interest therein as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, and unto Hamilton G. Sansbury and Louise B. Sansbury, his wife, as to an undivided interest therein, as tenants by the entireties, their

assigns, the survivor of them, his or her heirs and assigns, in fee simple.

And the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property granted, and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of the said Grantor.

Witness: C. Sienna Simms (SEAL)

Alfred E. Gross by Michael S. Haas, Attorney.

State of Maryland, City of Baltimore,

I hereby Certify that on this 20th day of October, 1936, before me, the subscriber, a Notary Public, in and for Baltimore City, personally appeared Michael S. Haas, Attorney, for C. Sienna Simms, also known as Sienna Simms, the above named grantor, and acknowledged the aforegoing Deed to be his act.

Witness my hand and official seal.

(NOTARIAL SEAL) Alfred E. Gross
Notary Public.

Recorded Oct. 24, 1936 at 12.05 o'clock P.M., and examined per

Arthur A. Harkness, Clerk.

Orig. to Metropolitan Svgs. Bk., Baltimore, Md., Oct. 30, 1936, by mail.

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the aforegoing is a true copy of a deed recorded in Liber A. A. H. No. 36, folio 501, one of the Land Records of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this twenty-first day of June, 1960.

J. Lloyd Bowen
Clerk

U. S. I. R. STAMP $1.00 -- MARYLAND STAMP TAX $ .90

THIS DEED, Made this 15th day of July, in the year nineteen hundred and thirty-eight, by and between David H. Thomas and Grace M. Thomas, his wife, of Calvert County in the State of Maryland, of the first part; and Hamilton G. Sansbury and Louise B. Sansbury, his wife, of Anne Arundel County in the State of Maryland, and Norval H. Spicknall, and Hester L. Spicknall, his wife, of the second part; and The County Trust Company of Maryland, a body corporate, party of the third part.

WHEREAS, the property hereinafter described became and still is limited to the party of the Third part by way of mortgage to secure along with certain other property therein described an indebtedness of $2,000, said mortgage being from the party of the first part and dated November 29th, 1937, and recorded among the land records of said County in Liber A.A.H. No. 39, folio 55, and whereas in order to enable the party of the first part to convey said property the party of the third part has agreed to and does unite herein to release from said mortgage the land hereinafter described, expressly reserving its lien on the remaining property described in said mortgage.

WITNESSETH, that in consideration of the sum of Eight hundred, fifty dollars ($850.00), the said David H. Thomas and Grace M. Thomas, his wife, and the said County Trust Company of Maryland, do grant and convey unto the said Hamilton G. Sansbury and Louise Sansbury, his wife, and Norval H. Spicknall and Hester L. Spicknall, his wife, their heirs and assigns, in fee simple, all that tract or parcel of land situated in the Third Election District of Calvert County, near Chesapeake Beach, and embraced within the following metes and bounds, courses and distances, to wit:

Beginning at a stone at the Northeast bound of No. 4, it being the beginning of No. 4, and running with said lot (1) South 20 3/4 degrees West 80 22/25 perches to a black oak tree; a bound of No. 1, and with the lines of said lot reversed (2) South 63 degrees East 15½ perches to a black oak tree in a ravine, thence along the North side of a private road for the use of Lots No. 4 and No. 5, (3) North 73 3/4 degrees East 33 2/12 perches (4) North 38 degrees East 8 perches (5) North 27 degrees East 14 perches to an oak tree on

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Plaintiff Exhibit No. 5

Examiner's Exhibit No E
Sansbury et al v. Sansbury
Equity No 14090
John S. Rowe L. Eaton

the West side of a main road, then with said road (6) North 8 1/5 degrees East 23 3/5 perches (7) North 16 degrees, East 12 perches, (8) North (½ degrees West 7 perches; (9) North 12 degrees East 10 perches to the land owned by the late Henry Owings of S., then with the said land (10) North 85½ degrees West 36 perches to the beginning, containing twenty-one and one-fifth acres (21 1/5) more or less, the same being the land which David H. Thomas obtained from Lydia Pauline Lower and The Eastern Shore Trust Company, by deed dated March 18th, 1925, and recorded in Liber A.A.H. No. 12, folio 41, one of the Land Record Books of Calvert County. (The Courses and distances hereinabove given are taken, with no allowance for magnetic variation, from a survey made by William J. Latimer, in 1884).

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Hamilton G. Sansbury, Louise B. Sansbury, his wife, Norval H. Spicknall and Hester L. Spicknall, his wife, their heirs and assigns, as tenants in common, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, 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 the parties of the first part and the signature of the third party by J. Briscoe Bunting, its Vice-President, attested by its Asst. Secretary, under its corporate seal the day and year first hereinabove written.

Test:

David H. Thomas (SEAL)

Claude I. Owings

Grace M. Thomas (SEAL)

(CORPORATION SEAL)

The County Trust Company of Maryland

By J. Briscoe Bunting,
Vice-President.

3

Attest:

O. F. Bowen,

Asst. Secretary.

State of Maryland, Calvert County, to wit:

I hereby certify, that on this 15th day of July, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Calvert County aforesaid, personally appeared David H. Thomas and Grace M. Thomas, his wife, and acknowledged the aforegoing Deed to be their act; and at the same time also personally appeared J. Briscoe Bunting, Vice-President of the County Trust Company of Maryland, one of the above named grantors, and acknowledged the foregoing Deed to be the act and deed of the said County Trust Company of Maryland.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Claude I. owings

Notary Public.

Recorded Aug. 10, 1938 at 3.15 o'clock P.M., and examined per

Arthur A. Harkness, Clerk.

Orig. to A. W. Dowell, Aug. 12/38.

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the aforegoing is a true copy of a deed recorded in Liber A.A.H. No. 38, folio 513, one of the Records of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 3rd day of November, 1960.

J. Lloyd Bowen

J. Lloyd Bowen, Clerk.

U. S. I. R. STAMP $2.50 -- MARYLAND STAMP TAX $2.20

THIS DEED, Made this 27th day of October, in the year one thousand nine hundred and thirty-eight, by and between Maurice T. Cochrane and Eva V. Cochrane, his wife, of Calvert County, in the State of Maryland, of the first part, and Norval H. Spicknall, Hester L. Spicknall, his wife, and Hamilton G. Sansbury and Louise B. Sansbury, his wife, of the second part.

Witnesseth, that in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Maurice T. Cochrane and Eva V. Cochrane, his wife, do grant and convey unto the said Norval H. Spicknall and Hester L. Spicknall, his wife, as tenants by the entireties, and Hamilton G. Sansbury and Louise B. Sansbury, his wife, as tenants by the entireties, in fee simple, all that tract or parcel of land situated in the Third Election District of Calvert County, Maryland, adjoining the property of Norval H. Spicknall and Hamilton G. Sansbury and others, and described as follows, that is to say:

Beginning for the same in the center of the private road leading from the State Road to Chesapeake Beach to farm known as "Rich Neck Farm", now owned by and in the possession of Norval H. Spicknall and Hamilton G. Sansbury opposite a large oak tree on division line between the land purchased by the said Spicknall and Sansbury and the land hereby intended to be conveyed and running in a westerly direction with the said division line to the land of Lydia Pauline Lauer, thence with the said Laurer's land to the land of J. Horace Ward, thence with the said Ward's land in a southerly direction to the land of _____ Stevens, thence with the said Stevens land to the land of the said Spicknall and Sansbury, known as "Rich Neck Farm", and thence with the said "Rich Neck Farm" in an easterly direction to the center of the aforesaid private road, and thence with the center of said road to the place

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Plaintiff Exhibit No. 6

Examiner's Exhibit No F
Sansbury, etc. v. Sansbury
Equity No. 14070
John S. Rowe Jr. Examiner

of beginning, containing Twenty-five Acres (25 A.), more or less; the same being all that part of the land, lying west of the road, that the said Maurice T. Cochrane obtained from Lydia P. Lauer, et al., by deed dated February 24, 1932, and recorded in Liber A. A. H. No. 27 at folio 315, etc., one of the Land Records of Calvert County.

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 belongings, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Norval H. Spicknall and Hester L. Spicknall, his wife, as to an undivided one-half interest therein as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, and unto Hamilton G. Sansbury and Louise B. Sansbury, his wife, as to an undivided one-half interest therein as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; 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.

Test:	Maurice T. Cochrane	(SEAL)
Claude I. Owings	Eva V. Cochrane	(SEAL)

State of Maryland, Calvert County, to wit:

I hereby Certify, That on this 27th day of October, in the year one thousand nine hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Maurice T. Cochrane and Eva V. Cochrane, his wife, the above named grantors, and each acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Claude I. Owings

Notary Public.

Recorded Oct. 27, 1938 at 11 o'clock A.M., and examined per

Arthur A. Harkness, Clerk.

Orig. to Benjamin Hance Oct. 31/38

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That the aforegoing is a true copy of a deed recorded in Liber A.A.H. No. 40, folio 75, one of the Records of Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Calvert County, Maryland, this 3rd day of November, 1960.

J. Lloyd Bowen

J. Lloyd Bowen, Clerk

LAST WILL AND TESTAMENT OF N. H. Spicknall

and Hester L. Spicknall

We, N. H. Spicknall and Hester L. Spicknall, husband and wife, of Beltsville Md, do hereby make, publish and declare this writing to be, jointly, as well as severally, our last will and testament, hereby revoking any and all wills heretofore made by either of us.

1. We direct that our just debts and funeral expenses be paid.

2. Thereafter we desire that all property, real as well as personal, of which we may be possessed at the time of the decease of either of us shall be held by the survivor during his or her life to the use of the same as such survivor may see fit. The survivor shall have the right to dispose of any or all of the said property and to change or modify the the testamentary disposition hereinafter provided for.

3. Upon the death of the survivor, we devise and bequeath the rest, residue and remainedr of the property, both real and personal, in ~~xxxxx~~ Two equal parts, to our sons N. H. Spicknall Jr. + William L. Spicknall

4. Upon the death of either of us, the survivor shall serve as executor without bond. Upon the death of the survivor, or in the event we both die in a common disaster, our son N. H. Spicknall Jr. shall serve as executor without bond, or in the event our ~~xxx~~ son N. H. Spicknall Jr. is unable to serve as executor, then our son William L. Spicknall shall serve as executor without bond.

IN WITNESS WHEREOF? we now subscribe our names to this, our last will and testament, this, the 30 day of June, 19 58.

N. H. Spicknall

Hester L. Spicknall

This writing, consisting of two pages, was signed, pub-

Examiner's Exhibit No. 6
Sansbury, etc. v. Sansbury.
Equity No. 14090
John S. Rowe Jr.
Exam.

Plaintiff Exhibit No. 7

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lished and declared as and for their last will and testament by N. J. Spicknall and Hester L. Spicknall the above named testators, in the presence of us, who in their presence and at their request and in the presence of each other, now subscribe our names as attesting witnesses.

Witnesses:	Addresses:
Nellie Cook Fairall	3930 - Fairland Rd Beltsville
Ernest L. Fairall	

In The Orphans' Court of Prince George's County, Md.

STATE OF MARYLAND—PRINCE GEORGE'S COUNTY, to-wit:

On the 25 day of May, 1960, came Stella P. Spicknall of 12015 Old Gun Powder Rd., Beltsville, Md and made oath in due form of law, he does not know any Will or Codicil of Hester L. Spicknall, late of Prince George's County, Maryland, deceased, other than the above instrument of writing and that he received the same from Norval Harrison Spicknall, Jr. on or about the 25 day of May 1960.

And the Testatrix died on or about the 10 day of May, 1960

Sworn to in open Court:

Stella P. Spicknall

Test: [signature]

Deputy Register of Wills for Prince George's County.

STATE OF MARYLAND—PRINCE GEORGE'S COUNTY, SS.

On the 26 day of May, 1960, came Nellie Cook Fairall and Ernest L. Fairall subscribing witnesses to the aforegoing last Will and Testament of Hester L. Spicknall, late of Prince George's County, Maryland, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension, of sound and disposing mind, memory and understanding, and that they together ~~and~~ ~~and~~ subscribed their names as witnesses to this Will in her presence at Her request, in the presence of each other.

Sworn to in open Court:

Nellie Cook Fairall
Ernest L. Fairall

Test: [signature]

Deputy Register of Wills for Prince George's County.

State of Maryland

PRINCE GEORGE'S COUNTY:

I, WALTER D. ADDISON, Register of Wills of Prince George's County, do hereby certify that the aforegoing is a true copy of the Last Will and Testament of Hester L. Spicknall, late of Prince George's County, Maryland, deceased, as the same appears recorded in Liber W.D.A. 5 folio 564 of the Will Records of Prince George's County, Maryland.

In Testimony Whereof, I hereunto subscribe my hand and affix the seal of the Orphans' Court of said County this 3rd day of November in the year of our Lord nineteen hundred and sixty.

Attest:

Walter D. Addison

Register of Wills for Prince George's County, Md.

3c

Hamilton G. Sansbury	:	No. 6203 Divorces
	:	In the
vs.	:	Circuit Court
	:	for
Louise B. Sansbury	:	Anne Arundel County
	:	

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

DECREE OF DIVORCE A VINCULO MATRIMONII

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court

It is thereupon this 15th day of January, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiff, Hamilton G. Sansbury, be, and he is hereby, divorced a vinculo matrimonii from the defendant, the said Louise B. Sansbury.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid, that the matter of alimony to be used for the care and maintenance of the said Defendant during the remainder of her natural life and necessary funeral expenses, be, and the same is hereby, held in abeyance pending the sale of the real estate for the purpose of partition and the amount of money she shall receive as her share.

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Examiner's Exhibit No H
Sansbury, etc v. Sansbury
Equity No 14090
John S. Rowe
Examiner

Matthew S. Crosse
Judge

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 27th day of January, 1960.

George T. Cromwell
Clerk

1960 NOV

Plaintiffs Exhibit No 8.

In the Matter	:	No. 13,878 Equity
of the Estate	:	In the
of	:	Circuit Court
Louise B. Sansbury, a	:	for
non compos mentis	:	Anne Arundel County

: : : : : : : : :

DECREE ADJUDICATING LOUISE B. SANSBURY A NON COMPOS MENTIS AND APPOINTMENT OF COMMITTEE

: : : : : : : : :

This cause standing ready for hearing in open court on the 4th day of August, 1960, and having been continued to this date, the proceedings were read and considered by the Court and after hearing the testimony in open court

It is this 25th day of October, in the year 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Louise B. Sansbury, be, and she is hereby adjudicated a non compos mentis.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that George B. Woelfel, be, and he is hereby, appointed committee for the person and estate of said Louise B. Sansbury but before proceeding to act as such committee, the said George B. Woelfel shall file a good and sufficient bond with the Clerk of this Court in the penal sum of One thousand Dollars conditioned for the faithful performance of the trust reposed in him by this decree or by any future order or decree to be passed in the premises.

Examiner's Exhibit No I
Sansbury, etc. v. Sansbury
Equity No. 14090
John S. Rowe Jr. Examiner

Matthew S. Evans
Judge

TRUE COPY,
TEST: George T. Cromwell
Clerk

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1960 NOV 10 PM 2 45

PLAINTIFF Exhibit No. 9

This Agreement, made this 3rd day of November, in the year 1960, by and between N. Harrison Spicknall, Jr., and Stella P. Spicknall, his wife, Hamilton G. Sansbury, divorced, and Louise B. Sansbury, divorced, by George B. Woelfel, her committee, hereinafter called parties of the first part, and William L. Spicknall and Betty H. Spicknall, his wife, hereinafter called parties of the second part.

That for and in consideration of the sum of $46,312.50 on account of which said sum $500.00 - - - has been deposited, the balance to be paid in cash upon the ratification of the sale, the said parties of the first part do hereby agree to sell unto the said parties of the second part, their heirs and assigns, in fee simple, as TENANTS IN COMMON and NOT AS JOINT TENANTS or TENANTS BY THE ENTIRETIES, and the said parties of the second part AS TENANTS IN COMMON and NOT AS JOINT TENANTS or TENANTS BY THE ENTIRETIES, do hereby agree to buy from the said parties of the first part, all that 3/4th interest in that tract or parcel of land lying, being and situate in the 3rd Election District of Calvert County containing 478 7/10 acres of land, more or less, and more particularly described as follows:

1. All that lot or ground containing 432½ acres in which a one-half undivided interest was conveyed to Norval H. Spicknall and Hester L. Spicknall, his wife, the remaining one-half undivided interest having been conveyed to Hamilton G. Sansbury and Louise B. Sansbury, his wife, by deed from Sienna Simms, unmarried, and dated October 20th, 1936, and recorded among the Land Records of ~~Anne Arundel County in~~ Calvert County in Liber A.A.H. No. 36, folio 501.

2. All that lot containing 25 acres in which a one-half undivided interest was conveyed to Norval H. Spicknall and Hester L. Spicknall, his wife, and the remaining one-half undivided interest to Hamilton G. Sansbury and Louise B. Sansbury, his wife, by deed dated October ~~20~~ 27th, 1938, and recorded among the Land Records of ~~Anne Arundel County in~~ Calvert County in Liber A.A.H. No. 40, folio 75.

Plaintiff Exhibit No. 10

Examiner's Exhibit No. 5
Sansbury, etc. v. Sansbury
Equity No. 14090
John S. Rowe L. Exam

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3. All that lot of ground containing 21 1/5 acres, more or less, in the 3rd Election District of Calvert County which was conveyed by David H. Thomas and Grace M. Thomas, his wife, to Hamilton G. Sansbury and Louise B. Sansbury, his wife, Norval H. Spicknall and Hester L. Spicknall, his wife, by deed dated July 15th, 1938, and recorded among the Land Records of Calvert County in Liber A.A.H. No. 38, folio 513, the said Norval H. Spicknall having departed this life testate on January 20th, 1959, and by his last will and testament which was a joint will he devised the same to his wife with full power to sell and dispose of the same and if not sold then upon the death of his wife to his two sons, share and share alike, and the said wife having died testate on the 10th day of May, 1960, and by her last will and testament devised her one-half undivided interest in the aforesaid property to her two sons, one being a party of the first part and the other being a party of the second part, and

Whereas Hamilton G. Sansbury was divorced on January 15th, 1960, in the Circuit Court for Anne Arundel County and his one-half undivided interest as tenants by the entireties became a one-fourth interest to him as a tenant in common and a one-fourth interest to his wife as a tenant in common so that the parties of the first part will convey a three-fourths interest in the said property and the said parties of the first part do hereby agree to convey a good and merchantable title to the said property subject however to the ratification of this contract of sale by the Circuit Court for Anne Arundel County.

All taxes, insurance and other liens to be adjusted as of the day of transfer.

Witness the hands and seals of the parties hereto.

WITNESS:

to all

Mary M Hoff

N Harrison Spicknall Jr (SEAL)

Stella P. Spicknall (SEAL)

Hamilton G. Sansbury (SEAL)

George B. Noelke Committee (SEAL)

William L. Spicknall (SEAL)

Betty H Spicknall (SEAL)

Louise B. Sansbury, by George B. Woelfel, her Committee,	:	No. 14,090 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Hamilton G. Sansbury	:	Anne Arundel County
	:	

: : : : : : : : : :

ANSWER OF HAMILTON G. SANSBURY

To the Honorable, the Judges of said Court:

Now comes Hamilton G. Sansbury, in propria personam, and in answer to the bill of complaint in this Honorable Court exhibited against him, respectfully shows:

That this Defendant admits all of the allegations contained in the bill of complaint and further answering states, that in his judgment, none of the real estate in this proceedings can be divided without material loss or injury and he consents to the appointment of a trustee to make the sale of the said realty and divide the proceeds according to their respective interests, and ratify agreement.

And as in duty bound, etc.

Hamilton G.

H. G. Sansbury

Hamilton G. Sansbury
In propria personam

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LOUISE B. SANSBURY, by GEORGE B. WOELFEL, her committee	*	IN
	*	THE CIRCUIT COURT
vs.	*	FOR
HAMILTON G. SANSBURY	*	ANNE ARUNDEL COUNTY
	*	NO.14,090 EQUITY

*****

TESTIMONY ON BEHALF OF PETITIONER

January 10, 1961

Present:

Mr. George B. Woelfel, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

Hamilton G. Sansbury, pages 2 - 6.

Robert S. Mead, pages 7 -9.

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36

Hamilton G. Sansbury, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Hamilton G. Sansbury, Friendship.

2 And you are one of the parties to this suit?

A Yes, I am.

3 Who was Louise Sansbury?

A She was a Miss Bowen from Calvert County, and she was my wife.

4 Are you and Louise Sansbury now legally husband and wife?

A Not now, no.

5 You were divorced by the Circuit Court for Anne Arundel County?

A That's right.

6 What property or real estate did you and your wife own as tenants by the entireties?

A Just these two little farms and a little house and lot in Rose Haven.

7 Did you own Lot No. 11 in Block 13, Section A, Plat No. 2, of Rose Haven?

A Yes sir.

8 What improvements are on that property?

A Just a house, that's all.

9 What, in your estimation, is the fair market value of the house, that house?

A About $7000.00.

10 And that is the property you acquired by deed from Joseph E. Rose and Jene E. Rose, his wife, filed in this Court as Exhibit No. 1?

A Yes sir.

11 You and your wife also held a 40 acre tract of land which you acquired from Mary K. Scrivener on June the 6th, 1929, did you not?

A Yes, we did.

12 And that is the property listed in this certified deed as Exhibit No.2, is that correct?

A I think so, yes.

13 What is the fair market value of that property?

A I wouldn't know, ask Mr. Mead, he made the appraisal, I have to leave it to him.

14 Do you think that lot, 40 acres, can be divided in kind without material loss or injury between you and your wife?

A No, I do not, it would ruin it.

15 How about the lot at Rose Haven, do you think that can be divided in kind without material loss or injury?

A No sir, it's only got a 40 foot front, you couldn't split that in half.

16 Why do you think the division of the 40 acre farm would diminish it in value?

A The house and both barns are setting on about 3 acres in one corner, and that would have to go in one side, then the other side wouldn't, there wouldn't be nothing on it, it would be bare, so the one side would be worth so much more because the house and both barns are in the one corner of the farm.

17 You and your wife also acquired a tract of land containing 98 1/2 acres in Anne Arundel County, and 10 acres in

Calvert County, from Ossian K. Mitchell and wife, by deed dated April the 10th, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No.33, Folio 327, which is Plaintiff's Exhibit No. 3. What do you think is the fair market value of that property?

A That still would have to be given by Mr. Mead.

18 Do you think that could be divided in kind without material loss or injury?

A No, I do not, because it has 3 barns on the place, but 2 of them and the house is in one corner, so therefore, one part would have both houses and 2 barns; the other one would only have one barn.

19 Were they the only three pieces of property in Anne Arundel County that you and your wife owned together?

A Yes.

20 You and your wife also held an interest in a one-half undivided interest with Norval H. Spicknall and Hester L. Spicknall, his wife, who owned the other undivided half, is that correct?

A That's right.

21 Where was that land, and what was it composed of?

A That was down in Calvert in the Third District, just up above Chesapeake Beach, an inlet farm, that's the nearest I can tell you.

22 Now, there's a total of 478 and 7/10 acres in that tract?

A That's right.

23 432 1/2 acres is what you four purchased from Sienna Simms?

A Yes.

24 Shown in Plaintiff's Exhibit No. 4?

A Yes.

25 And the 21 and 1/5 acres was procured from David H. Thomas and Grace M. Thomas, his wife, by deed dated July the 15th, 1938, and certified copy of said deed is filed in this case as Plaintiff's Exhibit No.5. 25 acres adjoining this property was purchased from Maurice T. Cochrane and Eva V. Cochrane, his wife?

A Yes.

26 Certified copies of deed filed here as Exhibit 6?

A Yes.

27 All 3 of those tracts are joined together as one property?

A That's right.

28 Can that property be divided in kind without material loss or injury?

A No, we tried it.

29 What did you estimate the fair market value of that property to be?

A I'll have to leave that up to my appraiser.

30 You agreed to sell your one-fourth interest with Norval Harrison Spicknall, Jr., and your wife, to William L. Spicknall and Betty Spicknall, his wife, for the sum of Forty Six Thousand Three Hundred and Twelve Dollars and Fifty Cents, did you not?

A Yes.

31 Do you think that is the fair value for your three interest in the property?

A That's right.

40 32 You wouldn't have agreed to sell it had you not thought so?

A No sir.

33 And you ask the Court to ratify the contract of sale at that price?

A I do.

34 Do you think the sale would be for the benefit of your former wife, Mrs. Sansbury?

A I do.

35 And you say that because the property is now producing no income?

A That's right.

36 And the money she derives from her share in this could be loaned on a mortgage and would give her an income?

A Yes.

37 This last tract, which you all agreed to sell to Mr. Spicknall, in your opinion, can that be divided in kind without material loss or injury?

A I do not think so.

38 Why do you say that?

A Because it's like the others, it's all, all the buildings are on one end. We tried to divide it, Spicknall and me was going to divide it.

Answer to General Question:

These few pieces of property that we have, I worked and paid for a piece at a time. It was no inheritance or no money coming from her people at all, they had no money.

QUESTION BY THE EXAMINER:

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

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

Answer .....No.....

Signature ..H. H. Sanshwey.....

Robert S. Mead, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 Mr. Mead, you have already been sworn in this case, and you have given your qualifications as an expert. Consequently I am not going to go through the preliminaries again. All you said in this previous testimony is correct?

A As far as I know, sir.

2 Now, I ask you, did you examine and make an appraisal of the fair market value of the property of Hamilton Sansbury and Louise B. Sansbury, his wife, at Rose Haven?

A I did.

3 What did you find on the premises?

A Well, on Lot 11, Block 13, which this house is located on, the size of the lot, 40 x 125, deed dated October the 16th, 1951, from Joseph E. Rose and Jene E. Rose, his wife, recorded October the 17th, 1951, Liber No. 649, folio 343; improvements on this property is one and a half story bungalow, masonry, 2 bedrooms, 1 bath, 1 living room, 1 kitchen, unfinished attic, value the lot at $1500.00 and the price of the house $7500.00, market value as of the present day.

4 Nine Thousand Dollars?

A Yes sir.

5 Do you think that lot improved by that house can be divided in kind without material loss or injury?

A Absolutely not.

6 Why?

A Because you cannot divide the house in half.

7

The deed contains 98 acres, the deed calls for 98 acres, more or less. There's 3 acres clear, good tobacco land assessed at $500.00 an acre, $1500.00; 8 acres at $300.00 an acre, $2400.00; 10 acres at $150.00 per acre, $1500.00; 15 acres at $100.00 an acre, $1500.00; 4 acres at $50.00 an acre, that's $200.00; making a total of $7100.00. The balance of the entire acreage of this farm is composed of hills, gulleys, and not assessed in the Court House in Anne Arundel County, because it has no value.

7 Do you believe that this tract of land can be divided in kind without material loss or injury?

A No sir, I do not.

8 Why do you say that?

A Well, it's so situated, it would be impossible to go to work and subdivide it. The hills and gulleys are running crosswise, north, east, south and west, and there's no way that you can physically go to work and divide it.

9 What do you think is the fair market value of that property as the entirety?

A Twelve Thousand Two Hundred and Seventy Dollars ($12,270.00) The improvements on the farm; the farm house $1970.00, 1 barn, $1500.00, 1 barn, $1000.00, 1 stable, $400.00, 1 corn crib, $300.00, making a total of $5170.00 for the improvements, total $12,270.00, that's for the improvements and the land.

10 Have you had occasion to appraise the 108 acre tract, 98 acres of which is located in Anne Arundel County, and 10 acres is in Calvert County?

A Yes sir, I have.

11 That is the property purchased by Mr. and Mrs Sansbury from Ossian and Ella Mitchell?

A Yes sir, that's right.

12 What, in your opinion, is the fair market value of that property?

A Seventeen Thousand Seven Hundred Dollars ($17,700.00).

13 How do you arrive at that figure?

A 5 acres at $300.00 an acre, $1500.00; 3 acres at $250.00, $750.00; 40 acres at $150.00, $6000.00; 20 acres at $75.00 an acre, $1500.00; 20 acres at $50.00 an acre, $1000.00; 20 acres at $50.00 an acre, $1000.00; making a total of $11,750.00. The last 20 acres that I just mentioned is in Calvert County.

14 What is the value of the improvements you have?

A The improvements, one dwelling $2400.00; 1 tenant house $1200.00; 1 barn $800.00; 1 barn $800.00; 1 stable $500.00; and dilapidated out buildings about $250.00; making the total of $5950.00 for the buildings, and the total $17, 700.00.

15 Mr. Mead, do you believe that that property can be divided in kind without material loss or injury?

A No sir, I do not, it's so situated I think it would be physically impossible to be divided.

QUESTION BY THE EXAMINER:

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

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

Answer ..... No .....

Signature ..... Robert T. Mead .....

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

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

Witness my hand and seal this 16th day of January, 1961.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $10.00

LOUISE B. SANSBURY, BY GEORGE B. WOELFEL, HER COMMITTEE	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
HAMILTON G. SANSBURY	*	ANNE ARUNDEL COUNTY
	*	EQUITY #14,090

* * * * * * * *

TESTIMONY ON BEHALF OF PETITIONER

November 30, 1960

Present:

George B. Woelfel, Solicitor for Plaintiff

John G. Rouse, Jr., Court Examiner

Mrs. Connie Tuers, Court Stenographer

Witnesses:

Robert S. Meade, pages 2 - 6

George W. Owings, Jr., pages 7 - 10

George B. Woelfel, pages 11 - 17

Robert S. Meade, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Robert S. Meade, North Beach, Maryland.

2. What is your occupation?

A. Broker -- Real Estate Broker.

3. How long have you been engaged in the sale and purchase of real estate in Calvert County?

A. About nine years.

4. And you maintain an office?

A. I do, sir, at North Beach.

5. Are you familiar with the property of Hamilton G. Sansbury, William L. Spicknall, N. Harrison Spicknall, Jr., and Louise Sansbury?

A. I am.

6. How many acres does this tract of land have that is located entirely in Calvert County?

A. 478 acres plus -- more or less.

7. How was this property acquired?

A. By Sansbury?

8. Yes. It was acquired in the name of Hamilton G. Sansbury and Louise Sansbury, his wife, who were the owners of an undivided half and William L. Spicknall-- correction Norvall H. Spicknall and Hester L. Spicknall his wife, were the owners of the other undivided one-

half. These tracts of land were procurred from the following individuals: 432 acres from Sienna Simmes deed dated October 20, 1936 recorded A.A.H.36 folio 501; 21 1/2 acres from David Thomas deed dated July 15, 1938 recorded A.A.H. 38 folio 513; 25 acres from Maurice Cochrane deed dated October 27, 1938 recorded A.A.H. 40 folio 75. And the total in this tract is 478?

A. Correct, yes, sir, 478 acres and 7/10 more or less.

9. All three of these properties are adjacent to one another?

A. Yes, sir.

10. Can you tell the Court what type of property this 478 and a fraction acres is composed of?

A. Well, there's I would say 88 acres is cleared, timber has been removed apparent little second growth. Rolling ground, hilly with ruts and gulleys. portion of marsh land without value and exempt from taxes. Property has no road frontage and is served by a sixteen foot right-of-way through property owned by, others. South boundary is marked by Fishing Creek and is applicable only to row boats.

11. Do you think you are familiar enough with the values of property in Calvert County to give us a fair market value of this property?

A. I do.

12. Do you have purchases and made sales in that vicinity?

A. I have.

13. Tell us what, in your opinion, is a fair market value of this entire tract?

A. Including improvements?

14. Including improvements?

A. $59,550.00.

15. Did you have a breakdown of this figure?

A. I do.

16. How did you compute that?

A. Four hundred-- there's four hundred and seventy-eight acres plus, thirty-two acres of a tobacco allotment at $300 per acre; 48 acres cleared cultivated land for other crops $150 an acre; 50 acres non-assessed non-taxed marsh $50 -- $1.00 an acres; 348 acres of woodland and creek front $75 per acre; total land value $42,952.00.

17. Now, what improvements, if any, are upon this property?

A. Yes, sir. one barn $2900; #2 barn $2300; #3 barn $2100; and #4 barn $1900; one - six room house $2650; six room $2275; and a five room house $2175, these are tenant houses. One corn crib $300. Total value of improvements $16,600.

18. And the value of the land is ?

A. $42,952.00 making a total of $59,550.00.

19. Well, in your estimation do you think the fair market value of this property is $59,550?

A. Yes, sir.

20. Then, in your opinion, the sum of $46,312.50 is more

than 3/4 of the fair market value of this property?

A. I do.

21. Considering that Mrs. Louise B. Sansbury is insane and non compos mentis, do you think it would be for her advantage to sell this property for $15,4-- (strike it). Do you think $15,437.50 is a fair market value for her 1/4?

A. I do.

22. Do you think it would be for benefit and advantage that the property be sold for that price?

A. Yes, sir.

23. And this contract ratified?

A. Correct.

24. Why do you think it would be for her advantage to sell the property for that?

A. In lieu of the fact that this property has been let rundown on account of no tenants to raise crops a goodly portion of it is growed up in what you might say second or third growth timber which doesn't amount to anything and I feel that the farm as it is today is depreciating instead of becoming up as an assets. As I said before the farm does not face on any road there's no access to it except through this sixteen foot right-of-way.

25. And do you think she derives any monetary benefit from it in its present state?

A. In the condition that it's in at the present time, no.

26. And she could invest her money in mortgages and building association and get an income from it?

A. That's correct, sir.

27. Now, do you think this property can be divided in four equal shares without material loss or --

A. No, sir, amicably.

28. And why do you think that?

A. The property is so situated that this portion is tillable at the present time is on one hill another portion is on another hill and there's other parts of it in gulleys and marsh. It would be almost impossible to go to work and divide it up in four equal parts or two equal parts.

29. Without material loss?

A. Without material loss.

QUESTION BY THE EXAMINER:

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

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

Answer. . . . . No . . . . . .

Signature Robert S. Mead

George W. Owings, Jr., a witness of lawful age having been duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. George W. Owings, Jr., North Beach, Maryland.

2. What is your occupation?

A. I'm a realtor.

3. How long have you been engaged in the purchase and sale of real estate?

A. About eight years.

4. Do you maintain an office?

A. I do, sir.

5. What experience have you had in appraising property?

A. I'm a member of the National Real Estate Board, member of the Prince George Real Estate Board, have testified in real estate dealings inthe Circuit Court as an expert witness Prince George County and also the Circuit Court of Calvert County. Done State appraising in condemnation cases.

6. Do you think that your career and experience has been such that has enabled you to state the fair market value of this property we have in question?

A. I do, sir.

7. Have you viewed the property?

A. I have, sir.

8. And what in your estimation is the fair market value of this 478 7/10 acres tract of land?

A. $58,975.00.

9. How did you arrive at that figure?

A. I took the land value and broke it down into different components. Took the improvements upon the property and consolidated two figures to arrive at the sum total.

10. What kind of property is this down there?

A This is a 478 7/10 acre farm. It is rugged plat of ground with many hills, hogbacks, marsh land, woodland and approximately 80 acres of cleared cultivated land of which 32 acres was assigned to tobacco allotment, 48 acres of cleared cultivated land for other crops, 50 acres of marsh land that is not assessed nor taxed by the County, their remaining land being in marsh and in scrub wood land from which timber has been cut a number of years ago. The second growth of timber today forged little outlook for any pecuniary return.

11. Do you conclude that $46,312.50 is a fair value to pay for 3/4 of that farm?

A. Would you state that over again, sir?

12. Do you think that $46,312.50 is a fair value to pay for 3/4 of that farm?

A. I would certainly think so.

13. That is above your estimate of what the fair market value?

A. That's correct sir.

14. Do you think that this contract should be ratified and confirmed by the Court?

A. I do.

15. Do you think it would be for the advantage of a non compos mentis, Mrs. Louise Sansbury, that the contract be ratified?

A. I odo.

16. How would this benefit her?

A. Well, the farm today is deteriorating in every respect. Labor problem is a very serious one and a parcel of ground of this size to make a fair return the land in the past decade has begun to grow up and has grown up and the cleared fields are becoming overrun with scrub growth. As time goes on this will increase and it's my thought that if a party would take over the property it could be redeemed and brought back to a productive estate. And in that respect, I think any person who has an interest in it today wouldbe a head of the game.

17. Is any of this property occupied by tenants?

A. There is a tenant on the property at the present time for as near as I can understand only for thepurpose of raising a crop of tobacco, housing it, and in a future date preparing it for market. The rest of the time he is away from the land doing day labor on other projects, makes no effort to clear any of the fields or to keep the fields now under cultivation and

condition. Therefore, Mrs. Sansbury receives no income from this property at the present time, if any, very, very little.

18. Whereas, if her part is sold or settled $15,437.50 she could invest that in mortgages or put it in a building association and receive an income from it?

A. Yes, sir.

19. Now, do you believe that this property can be divided in kind between the four tenants?

A. I would doubt that.

20. Without material loss or interest?

A. I certainly doubt it.

21. And why do you say you don't think it can be divided?

A. Well, because of the contour of the ground -- of the land and the acreage allotment of which land in that area is agriculturally concerned the separation in the fields and the size of the individual fields would make a satisfactory division very unsatisfactory in my opinion.

QUESTION BY THE EXAMINER:

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

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

Answer. . No . . . . . .

Signature . . . George N. Quesnel . . .

George B. Woelfel, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Woelfel)

My name is George B. Woelfel, I'm an attorney at law and have been practicing law for approximately thirty-five years.

That Hamilton G. Sansbury and Louise B. Sansbury were both my clients.

That Louise Sansbury and Hamilton Sansbury were legally seized and possessed of a parcel of land in Rose Haven Lot #11, Block 13, Section A., Plat 2, Anne Arundel County, filed among the Land Records of Anne Arundel County in Plat Cabinet #3 Rod F-1, Plat 3 that's the same land which was conveyed when Louise B. Sansbury and Hamilton G. Sansbury, her husband, by Joseph E. Rose and Jeane Rose, his wife, by deed dated October 16, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #649 folio 343.

This paper I hold in my hand is a certified copy of the said deed which is filed as Plaintiff's Exhibit #1 with the bill and I desire now to have it refiled as Examiner's Exhibit A.

(CERTIFIED COPY OF DEED DATED OCTOBER 16, 1951 J.H.H. #649 FOLIO 343 FILED AS EXAMINER'S EXHIBIT #A)

Hamilton Sansbury and Louise Sansbury also had a 40 acre tract of land which they acquired from Mary K.

Scrivener, et al by deed dated June 6, 1929. That deed is recorded in Liber F.S.R. #53 folio 312. I hold in my hand a certified copy of that deed which was filed with the original bill as Plaintiff's Exhibit #2 and which I desire to refile as Examiner's Exhibit B.

(CERTIFIED COPY OF DEED DATED JUNE 6, 1929 F.S.R.#53 FOLIO 312 FILED AS EXAMINER'S EXHIBIT B)

Hamilton Sansbury and his wife as tenants by the entireties also own another tract of land containing 98 1/2 acres in Anne Arundel County and 10 acres in Calvert County. This all comprises one farm and was conveyed to them by Ossian K. Mitchell and Ella Gertrude Mitchell, his wife, by deed dated 10th day April, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #33 folio 327. I hold a certified copy of that deed in my hand which was originally filed as Plaintiff's Exhibit #3 with the Bill and request that that be filed as Examiner's Exhibit C.

(DEED DATED APRIL 10, 1928 F.S.R. #33 FOLIO 327 FILED AS EXAMINER'S EXHIBIT C)

Hamilton Sansbury and Louise B. Sansbury, his wife, are also seized and possessed of this tract of land in Calvert County that is they own a one-half undivided interest and Norval H. Spicknall and Hester L. Spicknall, his wife, own the other half of this undivided interest

in this 478 and 7/10 acre tract which was made up of these conveyances: (1) 432 and 1/2 acre tract from Sienna Simms, unmarried, by deed dated October 20, 1936 and recorded among the Land Records of Calvert County in A.A.H. #36 folio 501, I hold a certified copy of that deed in my hand which was filed with the original bill as Plaintiff's Exhibit #4 and I request it to be filed as Examiner's Exhibit D.

(CERTIFIED COPY OF DEED DATED OCTOBER 20, 1936 A.H.H. #36 FOLIO 501 FILED AS EXAMINER'S EXHIBIT D)

(2) adjacent to that is 21 and 1/5 acres which they procurred from David H. Thomas and Grace Thomas, his wife, and deed being dated 15th of July, 1938, and recorded among the Land Records of Calvert County in Liber A.A.H. #38 folio 513. Certified copy of that deed is filed herewith as Plaintiff's Exhibit #5 and prayed to be filed with the Examiner as Examiner's Exhibit E.

(CERTIFIED COPY OF DEED DATED JULY 15, 1938 A.A.H.#38 FOLIO 513 FILED AS EXAMINER'S EXHIBIT #E)

(3) another 25 acre tract was procurred from Maurice T. Cochrane and Eva Cochrane, his wife, by deed dated October 27, 1938 and recorded among the Land Records of Calvert County in Liber A.A.H. #40 folio 75. Certified copy of the said deed was filed with the original bill as Plaintiff's Exhibit #6 and I now

desire to file it as Examiner's Exhibit F.

(CERTIFIED COPY OF DEED DATED OCTOBER27, 1938 A.A.H. #40 folio 75 FILED AS EXAMINER'S EXHIBIT F)

These three last parcels of ground composed of a great deal of marsh land and is located entirely within Calvert County.

Norvall Spicknall died on January 20,1958 and his wife Ethel L. Spicknall became the owner of the one-half undivided interest by virtue of her survivorship of her spouse.

On the 10th day of May 1960 Ethel L. Spicknall died and by her Last Will and Testament filed among the Testimentary Records of Prince Georges County in Will Book W.D.A. #5 Folio 564 a certified copy of said Will was filed with the original bill of complaint as Exhibit #7 and now desired to be filed in this Court as Examiner's Exhibit G.

(CERTIFIED COPY OF WILL FILED AS EXAMINER'S EXHIBIT G)

She devised the same to her two sons, N.H. Spicknall Jr. and William L. Spicknall in two equal parts so that each one of her children own a one-fourth interest. Therefore I have made William L. Spicknall and N. Harrison Spicknall, Jr., parties to this suit and also their respective spouses.

Now, as to the other undivided one-half which was originally owned by Sansbury and his wife, by decree of this Court dated January 15, 1960 and paased #6208 Divorces, Hamilton Sansbury became divorced a vinculo matrimonii from wife, Louise B. Sansbury, as will more fully appear by reference to this certified copy of the divorce which I originally filed as Plaintiff's Exhibit #8 and I desire now to refile it as Examiner's Exhibit H.

(DIVORCE DECREE FILED AS EXAMINER'S EXHIBIT H)

So at the present time upon obtaining the divorce Hamilton Sansbury owned a one-fourth undivided interest his wife owned another one-fourth undivided interest and each of the two Spicknall boys held the remaining half interest as tenants in common.

On October 25, 1960, this Honorable Court passed and signed a decree adjudicating Louise B. Sansbury non compos mentis and I was appointed Committee of her personal estate as will more fully appear by reference to a certified copy of the said decree filed with the original bill as Plaintiff's Exhibit #9 and which I desire to refile as Examiner's Exhibit I.

(CERTIFIED COPY OF DECREE DATED OCTOBER 25, 1960 FILED AS EXAMINER'S EXHIBIT I)

On November 3, 1960, William L. Spicknall and Betty H, Spicknall, his wife, as tenants incommon and not as joint tenants or tenants by the entireties, agreed to purchase the 3/4 interest of Norval Harrison Spicknall,

Jr., Hamilton G. Sansbury and Louise B. Sansbury, his wife, who in turn agreed to sell their, right, title, and interest in the 478 and 7/10 acres of land located in Calvert County to William L. Spicknall and Betty Spicknall, his wife, as aforesaid and the terms of the agreement which was filed as Exhibit #10 with the original bill the agreed price was Forty-six thousand, three hundred, twelve dollars and fifty cents ($46,312.50) for the 3/4 interest which means that each individual will receive $15,437.50 for their respective shares.

I know that the sale and the ratification of the same would be for the benefit and advantage of Mrs. Sansbury for whom I am Committee because at the present time she receives no remuneration from the property and with the $15,000 -- some odd dollars-- I could get income property instead of non-productive agriculture. I do not believe this property could be divided in kind without material loss because of the deep ravines and marshes that run through part of this land. Moreover there are several houses on the property. This suit was brought by me on behalf of Louis B. Sansbury as her Committee and I feel that the price paid is a fair price because all other parties to the deed have signed the contract of sale including Mr.

Sansbury who must think the price is fair and Mr. Spicknall's brother must have thought the price was fair when he signed the contract.

And for the other properties involved in Anne Arundel County we will be able to discuss that at a subsequent date.

(CONTRACT OF SALE FILED AS EXAMINER'S EXHIBIT J)

QUESTION BY THE EXAMINER:

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

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

Answer. . no . . . . . .

Signature . George B. Koelfel . . . . . .

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

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

Witness my hand and seal this 16th day of ~~December, 1960~~ January, 1961

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

J. R. $10.00

C.T. $17.00 Pd C.T.

Lx

Louise B. Sansbury, etc, et al,	:	No. 14,070 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Hamilton G. Sansbury	:	Anne Arundel County
	:	

: : : : : : : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that all of the real estate mentioned and described in these proceedings cannot be divided in kind without material loss or injury and it further appearing that it would be for the benefit of all parties concerned including Louise B. Sansbury, a non compos mentis, that the contract filed in this case be ratified and confirmed

It is thereupon this 27th day of January, in the year 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the contract for the sale of the three-fourths interest of the parties dated November 3rd, 1960, and filed in this cause and all that lot or parcel of ground lying, being and situate in Calvert County containing 478.7 acres, being the three tracts of land conveyed to Norval H. Spicknall and Hester L. Spicknall, his wife, and Hamilton G. Sansbury and Louise B. Sansbury, his wife, by three separate deeds, the first from Sienna Simms, unmarried, dated October 20th, 1936, and recorded among the Land Records of Calvert County in Liber A.A.H. No. 36, folio 501; the second from David H. Thomas and Grace M. Thomas, his wife, dated July 15th, 1938, and recorded among the Land Records of Calvert County in Liber A.A.H. No. 38, folio 513, and the third from Morris T. Cochran and Eva V. Cochran, his wife, dated October 27th, 1938, and recorded among the Land Records of Anne Arundel County in Liber A.A.H. No. 40, folio 75, the three-fourths interest being sold for the sum of $46,312.50 be, and the same is hereby, finally ratified and confirmed and that

George D. Woelfel, be, and he is hereby appointed trustee to make the sale and conveyance and upon receipt of the full purchase price and not before, he shall convey unto William L. Spicknall and Betty H. Spicknall, his wife, as tenants in common and not as joint tenants or tenants by the entireties, all the right, title, interest and estate of the said parties to this suit or of those claiming by, from or under them, or any of them; and as soon as may be convenient thereafter the said trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustee as this Court shall deem proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the said trustee shall sell all other real estate mentioned and described in these proceedings and that his course and manner prior to functioning as trustee shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Eighty 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 weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of One Thousand ($1000) Dollars at the time of the conclusion of the sale, balance to be paid in cash upon ratification of the sale; deferred payments to bear interest at the rate of six percent per annum or all cash at the option of the purchasers. And, as soon as may be convenient after 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 annexed affidavit of the truth thereof and of

the fairness of said sale; and, on obtaining the court's ratification of the sale, and on the payment of the whole purchase money, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and those claiming, by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such 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.

V. Bowie Duckett
Judge

LIBER 133 PAGE 72
LIBER 10 PAGE 510

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #14090

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel 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 Eighty Thousand and 00/100 Dollars ($80,000.00), 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 24th day of February, 1961.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Louise B. Sansbury, etc. et al vs. Hamilton G. Sansbury dated January 27, 1961, George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden 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 said property, or to the proceeds thereof, 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:

Mary M. Hoff

George B. Woelfel (Seal)
George B. Woelfel PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 24th day of February, 1961
George T. Cromwell, Clerk

FILED
1961 FEB 24 PM 3:18

72

In the Case of

Louis B. Sansbury,
by George B. Woelfel, her Committee,
et al
vs.

Hamilton G. Sansbury

In the

Circuit Court

For

Anne Arundel County

No. 14,090 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Anne R. Eckling
Auditor.

March 13, 1961

FILED
1961 MAR 27 AM 9:49

Dr. Louise B. Sansbury, by George B. Woelfel, her Committee, et al, vs. Hamilton G. Sansbury

in ac.

To Trustee for Commissions, viz:	1,206	25	1,206	25
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	98	25		
John G. Rouse, Jr. - Examiner's fee	10	00		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	10	00		
Connie Tuers - Stenographer's fee	17	00		
Auditor - stating this account	27	00		
			182	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
Clerk of Circuit Court for Calvert County- certified copies of two deeds	12	00		
Register of Wills of Prince George's Co.- certified copy of Will of H. L. Spicknall	4	00		
Clerk of Court, Calvert Co. - Court costs #2026 Equity - Sansbury vs. Sansbury	10	00		
Robert S. Mead - appraisal and testimony	100	00		
George W. Owings, Jr. - appraisal and testimony	100	00		
Globe Indemnity Co. - proportion of bond premium (on $47,000.00)	188	00		
One-half Federal documentary stamps	25	58		
One-half State documentary stamps	51	15	502	73
To Trustee for Taxes, viz:				
1960 State and County taxes ($435.07)- from 7/1/60 to 2/15/61	271	92	271	92
BALANCE FOR DISTRIBUTION - $44,149.35				
Distributed as follows:				
(1) To Louise B. Sansbury (George B. Woelfel, Committee) - one-third	14,716	45		
(2) To Hamilton G. Sansbury - one-third	14,716	45		
(3) To N. Harrison Spicknall, Jr. - one-third	14,716	45	44,149	35
			46,312	50

with

George B. Woelfel, Trustee

Cr.

1961						
Feb.	15	Proceeds of Sale (Contract dated 11/3/60)	46,312	50	46,312	50
					46,312	50

LIBER 133 PAGE 76

ORDER NISI

Louise B. Sansbury, by
George B. Woelfel, her Committee
VERSUS et al

Hamilton G. Sansbury

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,090 Equity.

FILED 1961 MAR 27 AM 9:50

ORDERED, This 27th day of March, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of May, 19 61, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 MAY -2 PM 1:54

D. Bowie Duckett

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 77

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,090 Equity

LOUISE B. SANSBURY, by George B. Woelfel, her Committee, et al

versus

Hamilton G. Sansbury

Ordered, this 27th day of March, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,090

Auditor Account

Louise B. Sansbury

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of May, 1961. The first insertion being made the 30th day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 20072 1961 MAY -1 AM 11:46 H. Tilghman

Public Sa'e

OF TWO VALUABLE FARMS AND IMPROVED LOT IN BEAUTIFUL WATERFRONT DEVELOPMENT

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated January 27th, 1961, and passed in a cause therein pending wherein Louise B. Sansbury, etc., et al, were complainants, and Hamilton G. Sansbury was defendant, the same being No. 14090 Equity, the undersigned, as trustee will offer for sale at public auction at the Court House Door in the City of Annapolis, Maryland, on

Tues., March 14, 1961
at 10:00 A.M.

First, Lot No. 11, Block No. 13, as is shown on a Plat of Rose Haven on the Bay, Section A, Plat 2, conveyed by Joseph E. Rose and wife to Hamilton G. Sansbury and wife by deed dated October 16th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 649, folio 343.

Improvements: This lot is improved by a stucco semi-bungalow containing four rooms, bath and unfinished attic, running hot and cold water and electricity.

Two, a 40 acre farm lying, being and situate in the 8th Election District of Anne Arundel County near Friendship, being the same property conveyed by Mary K. Scrivener, et al, to Hamilton G. Sansbury and wife by deed dated June 6th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 53, folio 312.

Improvements: This farm is improved by a five room and bath house with modern conveniences, two tobacco barns and one stable.

Three, a farm containing 108½ acres near Friendship and Herring Bay, 98½ acres being located in Anne Arundel County and 10 acres being in Calvert County. Being the same property conveyed to Hamilton G. Sansbury and wife by Ossian K. Mitchell and wife by deed dated April 10th, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 33, folio 327.

No 78

Improvements: This farm is improved by a four room and bath dwelling house and a four room tenant house, three tobacco barns and a stable.

Terms of Sale: A deposit of One Thousand Dollars ($1,000.00) on each tract shall be required of the purchaser on the day of sale, balence to be paid in cash upon the ratifaction of said sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of six percent per annum from the day of sale. All taxes and other liens to be adjusted as of the day of sale.

For further particulars, apply
GEORGE B. WOELFEL, Trustee
9-11 School Street
Annapolis, Maryland

OFFICE 14,090

LIBER 133 PAGE 78

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1961

We hereby certify, that the annexed

Public Sale

Louise B. Sansbury

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of March, 1961. The first insertion being made the 16th day of February, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Public Sale

OF TWO VALUABLE FARMS AND IMPROVED LOT IN BEAUTIFUL WATERFRONT DEVELOPMENT

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated January 27th, 1961, and passed in a cause therein pending wherein Louise B. Sansbury, etc., et al, were complainants, and Hamilton G. Sansbury was defendant, the same being No. 14090 Equity, the undersigned, as trustee will offer for sale at public auction at the Court House Door in the City of Annapolis, Maryland, on

Tues., March 14, 1961 at 10:00 A.M.

First, Lot No. 11, Block No. 13, as is shown on a Plat of Rose Haven on the Bay, Section A, Plat 2, conveyed by Joseph E. Rose and wife to Hamilton G. Sansbury and wife by deed dated October 16th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 649, folio 343.

Improvements: This lot is improved by a stucco semi-bungalow containing four rooms, bath and unfinished attic, running hot and cold water and electricity.

Two, a 40 acre farm lying, being and situate in the 8th Election District of Anne Arundel County near Friendship, being the same property conveyed by Mary K. Scrivener, et al, to Hamilton G. Sansbury and wife by deed dated June 6th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 53, folio 312.

Improvements: This farm is improved by a five room and bath house with modern conveniences, two tobacco barns and one stable.

Three, a farm containing 108½ acres near Friendship and Herring Bay, 98½ acres being located in Anne Arundel County and 10 acres being in Calvert County. Being the same property conveyed to Hamilton G. Sansbury and wife by Ossian K. Mitchell and wife by deed dated April 10th, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 33, folio 327.

Improvements: This farm is improved by a four room and bath dwelling house and a four room tenant house, three tobacco barns and a stable.

Terms of Sale: A deposit of One Thousand Dollars ($1,000.00) on each tract shall be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of said sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of six percent per annum from the day of sale. All taxes and other liens to be adjusted as of the day of sale.

For further particulars, apply
GEORGE B. WOELFEL, Trustee
9-11 School Street
Annapolis, Maryland

M-9

LIBER 133 PAGE 79

Louise B. Sansbury, etc, et al,	:	No. 14090 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Hamilton G. Sansbury	:	Anne Arundel County
	:	

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATES AND PURCHASER'S AGREEMENT

: : : : : : : : : : :

1.

I hereby certify that upon this 14th day of March, 1961, I sold Lot No. 11 Block No. 13 as is shown on a Plat of Rose Haven on the Bay, Section "A" Plat 2, together with the improvements to Hamilton G. Sansbury at and for the sum of Six Thousand ($6000) Dollars he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year aforesaid.

Witness:

George B. Woelfel

Roger V. Campbell (Seal)
Auctioneer

I hereby certify that upon this 14th day of March, 1961, I purchased Lot No. 11 Block No. 13 as is shown on a Plat of Rose Haven on the Bay, Section "A" Plat 2, together with the improvements from George B. Woelfel, Trustee, at and for the sum of Six Thousand ($6.000) ——— Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year aforesaid.

H. G. Sansbury (Seal)
Purchaser

Witness:

George B. Woelfel

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1961 MAR 14 PM 3:27

2.

I hereby certify that upon this 14th day of March, 1961, I sold the 40 acre farm in the 8th Election District of Anne Arundel County near Friendship together with the improvements to Hamilton C. Sansbury at and for the sum of Thirteen Thousand Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year aforesaid.

Witness:

George B. Woelfel

(Seal)
Auctioneer

I hereby certify that upon this 14th day of March, 1961, I purchased the 40 acre farm in the 8th Election District of Anne Arundel County near Friendship together with the improvements from George B. Woelfel, Trustee, at and for the sum of Thirteen Thousand Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year aforesaid.

Witness:

George B. Woelfel

H. H. Sansbury Jr. (Seal)
Purchaser

3.

I hereby certify that upon this 14th day of March, 1961, I sold the farm containing 108½ acres near Friendship and Herring Bay, 98½ acres being located in Anne ARundel County and 10 acres being in Calvert County together with the improvements to Hamilton C. Sansbury at and for the sum of Eleven Thousand Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year aforesaid.

Witness:

George B. Woelfel

(Seal)
Auctioneer

I hereby certify that upon this 14th day of March, 1961, I purchased the farm containing 108½ acres near Friendship and Herring Bay, 98½ acres being located in Anne Arundel County and 10 acres

FILED 1961 MAR 14 PM 3:27

being in Calvert County together with the improvements from George B. Woelfel, Trustee, at and for the sum of Eleven Thousand ($11,000) Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year aforesaid.

Witness:

George B. Woelfel

H. H. Sansbury (Seal)
Purchaser

1961 MAR 14 PM 3:27

Louise B. Sansbury, etc, et al	:	No. 14090 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Hamilton G. Sansbury	:	Anne Arundel County
	:	

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated 27th day of January, 1961, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper printed and published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis, on the 14th day of March, 1961, at 10 o'clock A.M. and then and there proceeded to sell the property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, situated in the Eighth Election District of Anne Arundel County and more particularly described as follows:

First: Lot No. 11, Block No. 13, as is shown on a Plat of Rose Haven on the Bay, Section A, Plat 2, conveyed by Joseph E. Rose and wife to Hamilton G. Sansbury and wife by deed dated October 16th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 649, folio 343.

And your Trustee sold the above described property unto

Hamilton G. Sansbury at and for the sum of Six Thousand ($6,000.) Dollars, he being at that sum the highest bidder therefor, the terms of sale being a deposit of One Thousand Dollars, balance to be paid in cash upon final ratification of said sale.

Second: A 40 acre farm lying, being and situate in the 8th Election District of Anne Arundel County near Friendship, being the same property conveyed by Mary K. Scrivener, et al, to Hamilton G. Sansbury and wife by deed dated June 6th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 53, folio 312.

And your Trustee sold the above described property unto Hamilton G. Sansbury at and for the sum of Thirteen Thousand ($13,000.00) Dollars, he being at that sum the highest bidder therefor, the terms of sale being a deposit of One Thousand Dollars, balance to be paid in cash upon final ratification of said sale.

Third: A farm containing 108½ acres near Friendship and Herring Bay, 93½ acres being located in Anne Arundel County and 10 acres being in Calvert County. Being the same property conveyed to Hamilton G. Sansbury and wife by Ossian K. Mitchell and wife by deed dated April 10th, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 33, folio 327.

And your Trustee sold the above described property unto Hamilton G. Sansbury at and for the sum of Eleven Thousand ($11,000.00) Dollars, he being at that sum the highest bidder therefor, the terms of sale being a deposit of One Thousand Dollars, balance to be paid in cash upon final ratification of said sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland,

in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff

Mary M. Hoff, Notary Public

ORDER NISI

LIBER 133 PAGE 85

LOUISE B. SANSBURY, etc.,et al

versus

HAMILTON G. SANSBURY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,090 Equity

Ordered, this 14th day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of April next.

The report states that the amount of sale was $ 30,000.00

Filed Mar.15,1961

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

LOUISE B. SANSBURY, etc.,et al

versus

HAMILTON G. SANSBURY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of April, 1961 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D Barri Duckett

JUDGE.

FILED

1961 APR 27 PM 3:55

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 86

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,090 Equity
LOUISE B. SANSBURY, etc. et al
versus
HAMILTON G. SANSBURY

Ordered, this 14th day of March, 1961, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of April next.

The report states that the amount of sale was $30,000.00.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,090

Louise B. Sansbury

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1961. The first insertion being made the 23rd day of March, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 19988 1961 APR 17 AM 11:58 By H. Tilghman

In the Case of

Louise B. Sansbury
by George B. Woelfel,
her Committee, et al
vs.

Hamilton G. Sansbury

In the

Circuit Court

For

Anne Arundel County

No. 14,090 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

June 23, 1961

FILED
1961 JUL -3 PM 1:38

Dr. Louise B. Sansbury, by George B. Woelfel, her Committee, et al vs. Hamilton G. Sansbury in ac.

To Trustee for Commissions on Sales, viz:				
(1) On Lot 11 Block 13 - $6,037.50	211	13		
(2) On 40 acre tract - $13,090.00	422	70		
(3) On 108½ acre tract - $11,075.00	362	25	996	08
To Trustee for Court costs, viz:				
Clerk of Court - final Court costs	20	25		
Auditor - stating this account	40	50	60	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	73	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Robert S. Mead - appraisal and testimony	100	00		
Globe Indemnity Co. - balance due on bond premium	132	00		
Robert H. Campbell - auctioneer's fee	75	00		
One-half Federal documentary stamps (1)	3	30		
One-half State documentary stamps (1)	6	60		
One-half Federal documentary stamps (2)	7	15		
One-half State documentary stamps (2)	14	30		
One-half Federal documentary stamps (3)	6	05		
One-half State documentary stamps (3)	12	10		
Mary M. Hoff - notary fee		50	457	52
To Trustee for Taxes, viz:				
1961 State and County taxes on Lot 11 Block 13 ($136.74) - 2 months 14 days	28	48		
1961 State and County taxes on 40 acre tract ($94.13) - 2 months 14 days	19	60		
1961 State and County taxes on 89.77 acres in Anne Arundel Co. ($210.84) - 2 months 14 days	43	93		
1960 State and County taxes on 10 acre tract in Calvert County ($9.42) - 8 months 14 days	6	65	98	66
BALANCE FOR DISTRIBUTION - $28,589.49				
Distributed as follows:				
(1) To Louise B. Sansbury - one-half (George B. Woelfel, Committee)	14,294	74		
(2) To Hamilton G. Sansbury - one-half	14,294	75	28,589	49
			30,202	50

with

George B. Woelfel, Trustee

Cr.

1961						
Mar.	14	Proceeds Sale of Lot 11 Block 13 Rose Haven (Parcel A)	6,000	00		
		Interest on deferred payment of $5,000.00 - 45 days	37	50	6,037	50
		Proceeds of Sale of 40 acre tract in Eighth District (Parcel B)	13,000	00		
		Interest on deferred payment of $12,000.00 - 45 days	90	00	13,090	00
		Proceeds of Sale of 108½ acre farm-(98½)acres in Anne Arundel County and 10 acres in Calvert County (Parcel C)	11,000	00		
		Interest on deferred payment of $10,000.00 - 45 days	75	00	11,075	00
					30,202	50

89

LIBER 133 PAGE 90

ORDER NISI

Louise B. Sansbury, by
George B. Woelfel, her
Committee, et al

VERSUS

Hamilton G. Sansbury

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,090 Equity.

ORDERED, This 3rd. day of ~~June~~ July, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell Clerk

FILED JUL -3 PM 1:38

In the Circuit Court for Anne Arundel County

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

90

OFF' E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 91

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,090 Equity

LOUISE B. SANSBURY, By George B. Woelfel, her Committee, et al

versus

HAMILTON G. SANSBURY

Ordered, this 3rd 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 7th 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 7th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,090 Auditor Account Louise B. Sansbury vs Hamilton G. Sansbury

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 7th day of August, 1961. The first insertion being made the 6th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 21965 AUG -2 PM 12:15

By H. Tilghman

91

In the Case of

LIBER 133 PAGE 92

Louise B. Sansbury, by
George B. Woelfel, her Committee,
et al

vs.

Hamilton G. Sansbury

In the

Circuit Court

For

Anne Arundel County

No. 14,090 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, in accordance with the Order of Court dated July 31, 1961.

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

August 7, 1961

FILED

1961 AUG -7 AM 10:38

92

Dr. Louise B. Sansbury, by George B. Woelfel, her Committee, et al vs. Hamilton G. Sansbury

			in ac.	
To Trustee for Commissions on Sales, viz:				
(1) On Lot 11 Block 13 - $6,037.50	211	13		
(2) On 40 acre tract - $13,090.00	422	70		
(3) On 108½ acre tract - $11,075.00	362	25	996	08
To Trustee for Court costs, viz:				
Clerk of Court - first Court costs	20	25		
Clerk of Court - addidional costs	6	00		
Auditor - stating first account	40	50		
Auditor - stating this account (Order - 7/31/61)	13	50	80	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	73	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (first account	12	00		
Capital-Gazette Press - order nisi (second account)	12	00		
Globe Indemnity Co. - balance due on bond premium	132	00		
Robert H. Campbell - auctioneer's fee	75	00		
Robert S. Mead - appraisal and testimony	100	00		
One-half Federal documentary stamps (1)	3	30		
One-half State documentary stamps (1)	6	60		
One-half Federal documentary stamps (2)	7	15		
One-half State documentary stamps (2)	14	30		
One-half Federal documentary stamps (3)	6	05		
One-half State documentary stamps (3)	12	10		
Mary M. Hoff - notary fees	1	00	470	02
To Trustee for Taxes, viz:				
1961 State and County taxes on Lot 11 Block 13 ($136.74) - 2 months 14 days	28	48		
1961 State and County taxes on 40 acre tract ($94.13) - 2 months 14 days	19	60		
1961 State and County taxes on 89.77 acres in Anne Arundel Co. ($210.84) - 2 months 14 days	43	93		
1960 State and County taxes on 10 acre tract in Calvert County ($9.42) - 8 months 14 days	6	65	98	66
To Trustee for Claims Filed, viz:				
Hamilton G. Sansbury - amount paid The County Trust Company of Maryland, Owings, in full for balance due on mortgage on Lot 11 Block 13, Rose Haven (Order 7/31/61) - Principal balance	2,750	00		
Interest to date of payment	76	39		
Recording release	1	00	2,827	39
BALANCE FOR DISTRIBUTION - $25,730.10				
Distributed as follows:				
(1) To Louise B. Sansbury - one-half (George B. Woelfel, Committee)	12,865	05		
(2) To Hamilton G. Sansbury - one-half	12,865	05	25,730	10
			30,202	50

with

George B. Woelfel, Trustee

Cr.

1961						
Mar.	14	Proceeds of Sale of Lot 11 Block 13 Rose Haven (Parcel A)	6,000	00		
		Interest on deferred payment of $5,000.00-45 days	37	50	6,037	50
		Proceeds of Sale of 40 acre tract in Eighth District (Parcel B)	13,000	00		
		Interest on deferred payment of $12,000.00 - 45 days	90	00	13,090	00
		Proceeds of Sale of 108½ acre farm - (98½ acres in Anne Arundel County and 10 acres in Calvert County) (Parcel C)	11,000	00		
		Interest on deferred payment of $10,000.00 - 45 days	75	00	11,075	00
					30,202	50

LIBER 133 PAGE 95

ORDER NISI

Louise B. Sansbury, by
George B. Woelfel, her Committee, et al
VERSUS
Hamilton G. Sansbury

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,090 Equity.

1961 AUG -7 AM 10:38
FILED

ORDERED, This 7th day of August, 19 61, 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, 19 61, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 SEP 13 PM 3:14

D. Boone Duckett

95

OFF'E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 96

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14090 Equity

LOUISE B. SANSBURY, by George B. Woelfel, her Committee, et al

versus

HAMILTON G. SANSBURY

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 - Circuit Court Eq 14,090

Louise B. Sansbury

Hamilton G. Sansbury

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

No. M.G. 22753 1961 SEP -8 PM 4:12 By Marie Tate

96

PETITION FOR FORECLOSURE

LIBER 133 PAGE 97

WILLIAM EDWARD SCHAEFFER, ASSIGNEE	IN THE
VS.	**CIRCUIT COURT**
ADRIAN KDOCZEWSKI	FOR ANNE ARUNDEL COUNTY ~~XXX~~ IN EQUITY ~~BALTIMORE CITY~~
	14,342 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 18th **day of** OCT. **A. D.** 1955 **the defendant executed and delivered** to The Glen Burnie Sav. & Loan Association, of Anne Arundel County and short-assigned **to** WILLIAM EDWARD SCHAEFFER

a mortgage upon certain FEE SIMPLE **property in** ANNE ARUNDEL COUNTY, ~~the City of Baltimore~~ **therein described, to secure the payment of the mortgage debt of $** 3000.00 **and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.** AND WHEREAS SAID MORTGAGE IS NOW IN DEFAULT.

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.

LEONARD J. HARMATZ

Attorney for Plaintiff

FILED

1961 APR 22 AM 9:32

"PETITIONER'S EXHIBIT NO.1"

LIBER 974 PAGE 169

14,342 Equity

LIBER 133 PAGE 98

This Mortgage, Made this 18th day of October, 1955,

by and between Adrian Kloczewski, Divorced,

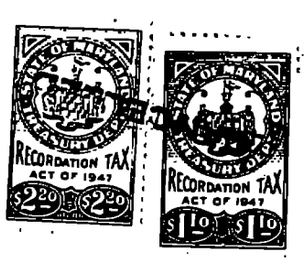
hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

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 -30- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 3,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th ose lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 110, 111, 112 and 113, Block 34B, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section E, which Plat is filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat No. 1, formerly recorded in Plat Book W.N.W. 3, Folio 31; now Plat Book 4, folio 14.

BEING ALSO the same property which the said Mortgagor acquired from Edward Carroll Foy and Thelma Audrey Foy, his wife, by deed dated August 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 956, Folio 129.



FILED

1961 APR 22 AM 10:36

2

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, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

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 $ 15.00 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 $ 15.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No.66 of the Code of Public General Laws of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 3,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred W. Kuethe

Fred W. Kuethe

Adrian Kloczewski (SEAL)

Adrian Kloczewski

..... (SEAL)

..... (SEAL)

..... (SEAL)

4

5

LIBER 974 PAGE 172 LIBER 133 PAGE 101

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Adrian Kloczewski and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh - - - - - - - - - - - - the - - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Fred W. Kuethe

Fred W. Kuethe - Notary Public.

Rec'd for record Oct. 20, 1955, at 1:30 P.M.
Per George T. Cromwell, Clerk.
Mailed to John Dempsey

SHORT ASSIGNMENT OF MORTGAGE

FROM

THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION, OF ANNE ARUNDEL COUNTY,

TO

WILLIAM EDWARD SCHAEFFER

BLOCK No. 172

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

Recorded in Liber ..... No. 974

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

Per ..... Clerk.

10M—3-58

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby Assignes the within mortgage. to William Edward Schaeffer

WITNESS the signature of the Vice President of the said body corporate, and the corporate seal thereof attested by its secretary, this 19th day of April, 1961.

ATTEST:

Fred W. Kuethe

Fred W. Kuethe Secretary.

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

By T. A. Bixler

T. A. Bixler VICE President.

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

LIBER 133 PAGE 102

WILLIAM EDWARD SCHAEFFER, ASSIGNEE *vs.* ADRIAN KLOCZEWSKI	IN THE **CIRCUIT COURT** FOR ANNE ARUNDEL COUNTY ~~XXX~~ IN EQUITY ~~XXXXXXXXXXXXXX~~ Docket ..... Folio .....

14,312 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

and made oath in due form of law that he ~~XXXX~~ knows the defendant herein, and that to the best of his ~~XXXX~~ 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.

William Edward Schaeffer
Affiant.

Subscribed and sworn to before me
this 21st day of APRIL 1961.

Raye Harmat
Notary Public

My commission expires May 1, 1961

FILED
1961 APR 22 AM 9:33

4

STATEMENT OF MORTGAGE CLAIM

WILLIAM EDWARD SCHAEFFER,
ASSIGNEE

vs.

ADRIAN KDOCZEWSKI

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY
~~XXXXXX~~
IN EQUITY
~~BALTIMORE CXXXXX~~

14,342 Equity

LIBER 133 PAGE 103

STATEMENT OF MORTGAGE DEBT

MORTGAGE dated Oct. 18, 1955 --	$3000.00
Paid on principal	1056.38
Balance as of April 19, 1961	$1943.62

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 21st 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 WILLIAM EDWAPD SCHAEFFER,

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 22 AM 9:33

As witness my hand and Notarial Seal,

Ray Harman
Notary Public.

LIBER 133 PAGE 104

DECREE FOR SALE OF MORTGAGE PREMISES

WILLIAM EDWARD SCHAEFFER,
ASSIGNEE

vs.

ADRIAN KLOCZEWSKI

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY

14,342 equity

TERM, 19

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

It, is, Thereupon, This 24th day of April in the year nineteen hundred and SIXTY-ONE, by the Circuit Court for Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that LEONARD J. HARMATZ 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 ~~his~~ three thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the 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 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.

Judge

FILED

1961 APR 24 PM 2:56

11074-100M Ed. 3-56

ST. PAUL FIRE and MARINE Insurance Company
SAINT PAUL, MINNESOTA

LIBER 133 PAGE 105

STOCK COMPANY, ORGANIZED UNDER THE LAWS OF THE STATE OF MINNESOTA

LIBER 10 PAGE 588

Equity No. 14,342

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, Leonard J. Harmatz, 110 E. Lexington Street, Baltimore, Maryland, as principal, and St. Paul Fire and Marine Insurance Company, a corporation of the State of Minnesota, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND DOLLARS, ($3,000.) 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 severelly, firmly by these presents. Sealed with our seals, and dated this 4th day of May in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Leonard J. Harmatz by virtue of a degree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell Property on Lot #110, #111, #112, #113, Block 34B Second Election District of Anne Arundel County, Maryland, mentioned in the proceedings in the case of William Edward Schaeffer, Assignee versus Adrian Kloczewski now pending in said Court: #14,342-Equity

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

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

Daniel Cohen

Leonard J. Harmatz

WITNESS:

Evelyn T. Taylor

ST. PAUL FIRE AND MARINE INSURANCE CO.

BY: William P. Harvey
William P. Harvey
Attorney-in-Fact

Bond approved this 9th day of May, 1961

George T. Cromwell, Clerk

1961 May 9

9

REPORT OF SALE

WILLIAM EDWARD SCHAEFFER,
ASSIGNEE

vs.

ADRIAN KLOCZEWSKI

IN THE

CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

IN EQUITY

14,342 Equity

LIBER 133 PAGE 106

To The Honorable Judge of the Circuit Court FOR ANNE ARUNDEL COUNTY.

The Report of Sale of LEONARD J. HARMATZ,

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

the Fee Simple property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust 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, LEONARD J. HARMATZ, did pursuant to said notice on TUESDAY the 23rd day of MAY 1961, at 10:00 o'clock a.M. attend on the premises and then and there sold the property known and designated as Lots Nos. 110, 111, 112 and 113, Block 34B, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section E, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat No. 1, formerly recorded in Plat Book W.N.W. 3, Folio 31; now Plat Book 4, Folio 14, to EILEEN KLOCZEWSKI, at and for the price of twenty-two hundred Dollars ($2200.00) she being the highest bidder

TRUSTEE

FILED
1961 MAY 23 AM 10:11

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 22nd 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 LEONARD J. HARMATZ,

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

As witness my hand and Notarial Seal,

Notary Public.

10

ORDER NISI

LIBER 133 PAGE 107

William Edward Schaeffer,
Assignee

versus

Adrian Kloczewski

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,342 Equity

Ordered, this 23rd day of May, 19 61, That the sale of the Property in these proceedings mentioned made and reported by Leonard J. Harmatz, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $ 2,200.00.

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

William Edward Schaeffer,
Assignee

versus

Adrian Kloczewski

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

O. Bowie Duckett
JUDGE.

FILED
1961 JUL -6 AM 9:58

11

JOEL A. HARMATZ,
Solicitor.
110 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

ONE STORY FEE SIMPLE FRAME DWELLING LOT. NO. 110, 111, 112 and 113,

Block 34 B, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section E in the Second Election District of Anne Arundel County.

By virtue of a Decree of the Circuit Court, for Anne Arundel County in Equity No. 14,342, the undersigned Trustee will sell at Public Auction at the Court House Door at Annapolis, Maryland, on

Tuesday, May 23, 1961 at 10:00 o'clock a.m.,

all that lot and improvements situate in the Second Election District of Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 110, 111, 112 and 113, Block 34B, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section E, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat No. 1, formerly recorded in Plat Book W. N. W. 3, Folio 31; now Plat Book 4, Folio 14.

Improved by a one story frame dwelling.

Terms of Sale: one - third cash, balance in six and twelve months, or all cash as the purchaser may elect at the time of sale, credit payments to bear interest from the date of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses including special paving tax, if any, to be adjusted to date of sale.

A deposit of Five Hundred Dollars will be required of the purchaser at the time and place of sale, balance of purchase money to bear interest from date of sale.

LEONARD J. HARMATZ,
Trustee

No. MICHAEL FOX,
Auctioneer

1961
M-18

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed
Trustee Sale
Lots - 110, 111, 112 and 113
Herald Harbor
Eq. No. 14,342

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of May, 1961. The first insertion being made the 27th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
MAY 31 PM 3:30

By Marie Tate

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 109

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,342 Equity
William Edward Schaeffer,
Assignee

versus

ADRIAN KLOCZEWSKI

Ordered, this 23rd day of May, 1961, That the sale of the Property in these proceedings mentioned made and reported by Leonard J. Harmatz, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $2,200 00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

JJ-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed

Order Nisi dated May 23, 1961

Adrian Kloczewski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1961. The first insertion being made the 26th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. [illegible] 1961 JUL -3 PM 3:55 By [illegible]

13

In the Case of

William Edward Schaeffer,
Assignee

VS.

Adrian Kloczewski

In the

Circuit Court

For

Anne Arundel County

No. 14,342 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jobling
Auditor.

July 25, 1961

FILED
1961 AUG 15 AM 10:01

14

Dr. William Edward Schaeffer, Assignee vs. Adrian Kloczewski in ac.

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	99	38	149	38
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	54	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
St. Paul Fire & Marine Ins. Co.-bond premium	9	00		
Michael Fox - auctioneer's commission	98	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	2	75		
Raye Harmatz - notary fees	1	50	193	87
To Trustee for Taxes, viz: 1961 State and County taxes adjusted - 4 months 23 days	32	10	32	10
To William Edward Schaeffer, Assignee of the mortgage filed in these proceedings- this balance on account mortgage claim	1,785	90	1,785	90
			2,212	75
Amount of mortgage claim filed	1,943	62		
Interest thereon @ 6% from 4/19/61 to 9/5/61 - 4 months 17 days	44	38		
	1,988	00		
Cr. Amount allowed above	1,785	90		
Balance subject to decree in personam	202	10		

15

with

Leonard J. Harmatz, Trustee

Cr.

1961						
May	23	Proceeds of Sale	2,200	00		
		Interest on deferred payment of $1,700.00 - 1 month 15 days	12	75	2,212	75
					2,212	75

16

LIBER 133 PAGE 113

ORDER NISI

William Edward Schaeffer,
Assignee

VERSUS

Adrian Kloczewski

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,342 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

FILED
1961 AUG 15 AM 10:01

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th 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 20 AM 9:44

O. Bowie Duckett

OFFIC'' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 114

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,342

Auditor Account

Adrian Kloczewski,

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.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 22784 1961 SEP -8 PM 4:11 By H. Tilghman

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,342 Equity
William Edward Schaeffer, Assignee
versus
ADRIAN KLOCZEWSKI

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 sucessive weeks before the 18th day of September next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-31

GEORGE C. BAST,JR.,	:	
ASSIGNEE OF MORTGAGE	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY.
THOMAS AUGBURN HENSLEY AND	:	
NELLIE BOWMAN HENSLEY, HIS WIFE.	:	IN EQUITY

No. 14,363. Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "PETITIONER'S EXHIBIT NO. 1".

George C. Bast, Jr.,
Assignee of Mortgage.

FILED

1961 MAY -4 AM 11:08

1.

LIBER 133 PAGE 116 LIBER 1146 PAGE 293 *No. 14,363. Equity*

This Mortgage, Made this 16th day of JULY, in the year one thousand, nine hundred and FIFTY-SEVEN, between - - - - - - - - - - - - - - - - - - THOMAS AUGBURN HENSLEY AND NELLIE BOWMAN HENSLEY, HIS WIFE - - - - - -

of ANNE ARUNDEL COUNTY, in the State of Maryland, Mortgagors, and the BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, has received therefrom an advance of EIGHT THOUSAND FOUR HUNDRED ($8,400.00) - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagors 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 Fifty-four dollars and thirteen cents ($54.13) -- - - - - - - - - on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

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 of ground situate and lying in ANNE ARUNDEL COUNTY in said State, and described as follows:

KNOWN AND DESIGNATED AS ALL OF LOT NO. 3 AND THAT PART OF LOT NO. 2 IN SECTION M, AS SHOWN ON A PLAT OF FERNGLEN MANOR, WHICH SAID PLAT IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 24 FOLIO 17, SAVING AND EXCEPTING THEREFROM THAT PART OF LOT NO. 2 HERETOFORE CONVEYED BY LASTING HOMES, INC. TO THE STATE ROADS COMMISSION OF MARYLAND BY DEED DATED MARCH 31, 1954, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. NO. 822 FOLIO 499.

SUBJECT TO POLES AGREEMENT AS SET FORTH IN LIBER J.H.H. 792 FOLIO 47.

SUBJECT TO RESTRICTIONS IN LIBER J.H.H. 785 FOLIO 504.
SUBJECT TO EASEMENTS AS SET FORTH IN LIBER G.T.C. 1017 FOLIO 360.
BEING THE SAME LOT OF GROUND WHICH BY DEED OF ASSIGNMENT OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WAS GRANTED AND CONVEYED BY THE MARYLAND BUILDING COMPANY UNTO THE WITHIN NAMED MORTGAGORS.

"PETITIONER'S EXHIBIT NO. 1"

FILED

1961 MAY -4 AM 9:34

2

This mortgage shall also secure future advances to be made at the Mortgagee's option, as provided and in pursuance of Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 and any supplement, amendments, or re-enactments thereto.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come, and unexpired therein, with the benefits of renewal forever, subject to the payment of the annual rent of $..108..00 payable in equal installments half yearly on the...20th.....day of..JUNE....and.....DEC.... in each and every year.

It is a special covenant of this mortgage, 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, 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 insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. 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 insurance, and taxes and assessments next due (as estimated by the Mortgagee).

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) 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 , 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; and in the event of any loss the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage, whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged

property; (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. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums advanced when the insurance upon death is to be applied to the Mortgage debt, all of which expenses and premiums, 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 , his 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 , his 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 , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, 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; (8) that should twenty per cent or more of the original loan be paid at one time before maturity, Mortgagor agrees to pay to the said Mortgagee ninety days interest at six (6%) per cent beyond that date of payment on the amount so prepaid. 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 Bradford Federal Savings and Loan Association.

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 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 covenants or conditions of this mortgage, as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, enacted by the 1950 Session of the General Assembly of Maryland, or any supplement thereto, or under any other General or Local Laws of the State of Maryland relating to mortgages, or it shall be lawful for the said Mortgagee, its successors or assigns or for William I. Norris, Jr., 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 (20) days notice of the time, place, manner and terms of sale, in some newspaper published in the City or County wherein the said mortgaged property is situated and such other notice as by said Mortgagee may be deemed expedient.

AND in the event of any sale under the powers hereby granted, the proceeds thereof 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 Trustees for making sale of similar property by virtue of a decree of a Court of 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; and (3) the surplus (if any there be), to the said Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his 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 a Court of Equity jurisdiction in the State of Maryland, and an Attorney's fee of fifty ($50.00) dollars, which said expenses, costs, commissions and Attorney's fee the said Mortgagor for himself, his 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, commissions and Attorney's fee, 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 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, including corporate entities.

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.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Bernadine C. Magaamen

Thomas Augburn Hensley (SEAL) (SEAL)
THOMAS AUGBURN HENSLEY

Nellie Bowman Hensley (SEAL)
NELLIE BOWMAN HENSLEY

(SEAL)

(SEAL)

LIBER 1146 PAGE 295

LIBER 133 PAGE 118

4

5

LIBER 1146 FOLIO 296 LIBER 133 PAGE 119

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16TH day of JULY, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared THOMAS AUGBURN HENSLEY AND NELLIE BOWMAN HENSLEY, HIS WIFE - - - - - -

and THEY acknowledged the aforegoing mortgage to be THEIR act. At the same time also appeared Charles H. Schultz, 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.

BERNADINE C. MAGSAMEN NOTARY PUBLIC Baltimore County, Md.

Bernadine C. Magsamen
Bernadine C. Magsamen Notary Public.

Rec'd for record Aug 27, 1957 at 11:08 A.M.
Mailed to Bradford Federal Savings & Loan Assn. of Balto. City

MORTGAGE

FROM

THOMAS AUGBURN HENSLEY AND

NELLIE BOWMAN HENSLEY, HIS WIFE

TO

BRADFORD FEDERAL SAVINGS AND LOAN

MAIL TO: ASSOCIATION
159 N. LUZERNE AVENUE (24)

Block No.

Received for Record 19
at o'clock M. Same was duly recorded in
Liber No. Folio etc.,
one of the Land Records of Baltimore City,
and examined per
Cost of Record, $

RECD FOR RECORD AND
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 AUG 27 AM 11:08
E. RECORDED, LIBER ETC.
NO. 1146 FOLIO 296
CHARLES ELLIOTT, Clerk

WILLIAM I. NORRIS, JR.
Attorney at Law
Norris Building
2810 Pulaski Highway
Baltimore 24, Maryland

1146 296

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto George C. Bast, Jr., for the purpose of foreclosure, this 1st day of May, 1961.

WITNESS the corporate seal of said body corporate and the signature of Herbert F. Norris, its President.

Witness:
Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, A Body Corporate.

By: Herbert F. Norris, President.

LM—5-59.

LIBER 133 PAGE 120

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE.

VS.

THOMAS AUGBURN HENSLEY AND

NELLIE BOWMAN HENSLEY, HIS WIFE.

IN THE

Circuit Court for Baltimore County

No. 14,363

IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association, a body corporate,

under the mortgage from Thomas Augburn Hensley and Nellie Bowman Hensley, his wife,

to Bradford Federal Savings and Loan Association, a body corporate,

dated the 16th day of July, 19, 57, and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1146 Folio 293

Amount of Mortgage Loan	-	$ 8400.00
Expenses paid, Taxes, Ground Rent, Ins.	-	1642.92
Interest to May 31st, 1961	-	1890.22
		$11933.14
Less: Total amount paid by Borrowers	-	3796.11
Amount of Mortgage Claim	-	$ 8137.03

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Herbert F. Norris

Herbert F. Norris, President.

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

I HEREBY CERTIFY, that on this 1st day of May 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~~ City of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate,

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.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll

Ann K. Rahll - Notary Public.

FILED

1961 MAY -4 AM 9:34

6

M 7/60 LIBER 133 PAGE 121

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE.
Plaintiff

VS.

THOMAS AUGBURN HENSLEY AND

NELLIE BOWMAN HENSLEY, HIS WIFE.
Defendant

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

Docket No. ....,Folio .....

Case No. 14,363 Eq.

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ CITY, To Wit:

I HEREBY CERTIFY, that on the ..1st.. day of ...May.....,19.61. before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate 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.

Ann K. Rahll
Ann K. Rahll - Notary Public

ANN K. RAHLL
BALTIMORE, MD.

Herbert F. Norris
Herbert F. Norris, Pres. Affiant

FILED
1961 MAY -4 AM 9:34

1

Trustee's Bond

1588

KNOW ALL MEN BY THESE PRESENTS: No. 14,363 Equity

THAT WE GEORGE C. BAST, JR., Bradford Federal Building, 159 North Luzerne Avenue, Baltimore 24, Maryland as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND FIVE HUNDRED AND 00/100---($8,500.00)- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 22nd day of May in the year of our Lord one thousand nine hundred and sixty-one.

LIBER 11 PAGE 3 LIBER 133 PAGE 122

WHEREAS, the above bounden Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ has been appointed trustee in / Foreclosure to sell Property situate at 2 Broadway Avenue, Glen Burnie, Maryland

mentioned in the proceedings in the case of George C. Bast, Jr., Assignee of Mortgage

vs.

Thomas Augburn Hensley and Nellie Bowman Hensley, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, 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

Mary Virginia Hall
James S. Kreeger

Signed, sealed and delivered in the presence of

GEORGE C. BAST, JR. (SEAL)
(SEAL)
INSURANCE COMPANY OF NORTH AMERICA (SEAL)
BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, *sct:*

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd day of May, 1961

INSURANCE COMPANY OF NORTH AMERICA
By: E. H. Marshall
Vice-President
E. H. Marshall

ATTEST: Ward L. Bloomer
Assistant Secretary
Ward L. Bloomer

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

May 22nd 1961

INSURANCE COMPANY OF NORTH AMERICA
Ward L. Bloomer
Assistant Secretary
Ward L. Bloomer

FILED
1961 MAY 23 AM 10:44

Bond approved this 23 day of May 1961
George T. Cromwell, Clerk

8

NORRIS AND BAST, Solicitors
Bradford Federal Building
2600 Block East Fayette St.,
Baltimore 24, Maryland

Assignee's Sale

Of Desirable Leasehold Dwelling Property

NO. 2 BROADWAY AVENUE,
GLEN BURNIE, MARYLAND
FIFTH ELECTION DISTRICT

Under and by virtue of the power and authority contained in a mortgage from Thomas Augburn Hensley and Nellie Bowman Hensley, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated the 16th. day of July, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1146-folio 293, (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises,

Friday, June 2, 1961
At 2:30 o'clock P.M.
(Daylight Saving Time)

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

KNOWN AND DESIGNATED as Lot No. 3 and that part of Lot No. 2 in Section M, as shown on a Plat of Ferneglen Manor, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24-folio 17, saving and excepting therefrom that part of Lot No. 2 heretofore conveyed by Lasting Homes, Inc. to the State Roads Commission of Maryland in Deed dated March 31, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 822-folio 499.

Subject to an annual Ground Rent of $108.00

Subject to Poles Agreement as set forth in Liber J.H.H. 792-folio 47.

Subject to Easements as set forth in Liber G.T.C. 1017-folio 380.

Subject to Restrictions in Liber J.H.H. 785-folio 504.

The improvements consisting of a one story frame dwelling.

TERMS OF SALE— A cash deposit of $750.00 will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes, Ground Rent and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property Transfer Tax imposed by Anne Arundel County to be borne by the purchaser. The cost of all Documentary Stamps to be borne by the purchaser.

GEORGE C. BAST, JR.
Assignee.

E. T. NEWELL & CO., INC.
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue
PL. 2-3580 Ju-1

FILED
JUN. 1961
-6 PM 1:59

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 123

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed Assignee's Sale Thomas Augburn Hensley 14,363 Equity

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, 1961. The first insertion being made the 11th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

1M—12-58

LIBER 133 PAGE 124

REPORT OF SALE

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

THOMAS AUGBURN HENSLEY and
NELLIE BOWMAN HENSLEY, his wife

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY
No. 14,363 Equity

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of GEORGE C. BAST, JR., Assignee of Mortgage ~~Trustee appointed by the decree~~ in the above entitled cause to make sale of the leasehold property

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

newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee of Mortgage did pursuant to said notice on Friday the 2nd day of June, 1961, at 2:30 o'clock, P.M., attend on the premises and then and there sold all that leasehold property known and designated as Lot No. 3 and that part of Lot No. 2 in Section M, as shown on a Plat of Fernglen Manor, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 Folio 17, saving and excepting therefrom that part of Lot No. 2 heretofore conveyed by Lasting Homes, Inc. to the State Roads Commission of Maryland in Deed dated March 31, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 822 Folio 499. Subject to an annual ground rent of $108.00 and subject to poles agreement, easements, and restrictions as set forth in the advertisement of sale, unto ~~[illegible]~~ Joseph Fratantuono and Lucille Fratantuono, his wife at and for the sum of eighty-eight hundred ($8,800.00) dollars cash, said purchasers being then and there the highest bidder for said property and said sale having been made subject to the terms and conditions set forth in the advertisement of said sale.

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE ~~XXXXXX~~

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 6th day of June, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared GEORGE C. BAST, JR., Assignee of Mortgage, ~~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.

MARY VIRGINIA HALE NOTARY PUBLIC BALTO. CO. MD. FILED

1961 JUN 7 AM 10 43

Mary Virginia Hale ~~XXX~~
Mary Virginia Hale - Notary Public

10

NORRIS AND BAST, Solicitors
Bradford Federal Building
2600 Block East Fayette St.,
Baltimore 24, Maryland

Assignee's Sale

Of Desirable Leasehold Dwelling Property

NO. 2 BROADWAY AVENUE, GLEN BURNIE, MARYLAND
FIFTH ELECTION DISTRICT

Under and by virtue of the power and authority contained in a mortgage from Thomas Augburn Hensley and Nellie Bowman Hensley, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated the 16th. day of July, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1146-folio 393. (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises.

Friday, June 2, 1961
At 2:30 o'clock P.M.
(Daylight Saving Time)

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

KNOWN AND DESIGNATED as Lot No. 3 and that part of Lot No. 2 in Section M, as shown on a Plat of Fernglen Manor, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24-folio 17, saving and excepting therefrom that part of Lot No. 2 heretofore conveyed by Lasting Homes, Inc. to the State Roads Commission of Maryland in Deed dated March 31, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 822-folio 499.

Subject to an annual Ground Rent of $108.00

Subject to Poles Agreement as set forth in Liber J.H.H. 792 folio 47.

Subject to Easements as set forth in Liber G.T.C. 1017-folio 360.

Subject to Restrictions in Liber J.H.H. 785-folio 504

The improvements consisting of a one story frame dwelling.

TERMS OF SALE— A cash deposit of $750.00 will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes, Ground Rent and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property Transfer Tax imposed by Anne Arundel County to be borne by the purchaser. The cost of all Documentary Stamps to be borne by the purchaser.

GEORGE C. BAST, JR.
Assignee.

E. T. NEWELL & CO., INC.
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue
PL. 2-3580

Ju-1

ORDER NISI

LIBER 133 PAGE 126

GEORGE C. BAST, JR., Assignee of Mortgage

versus

THOMAS AUGBURN HENSLEY and NELLIE BOWMAN HENSLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,363 Equity

Ordered, this 7th day of June, 1961, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage

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

The report states that the amount of sale was $ 8,800.00

FILED 1961 JUN 7 AM 10:13

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

GEORGE C. BAST, JR., Assignee of Mortgage

versus

THOMAS AUGBURN HENSLEY and NELLIE BOWMAN HENSLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 18 day of July, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1961 JUL 19 PM 3:00

11

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 127

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,363

Thomas Augburn Hensley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of July, 1961. The first insertion being made the 15th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

JUL -7 AM 10:09

No. M. G. 21563 1961

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,363 Equity

George C. Bast, Jr., Assignee of Mortgage

versus

THOMAS AUGBURN HENSLEY
and
NELLIE BOWMAN HENSLEY
his wife

Ordered, this 7th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by George Bast, Jr., Assignee of Mortgage BE RATIFIED AND CONFIRMED; unless cause to the contrary thereof be shown on or before the 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $8,800.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST.

GEORGE T. CROMWELL, Clerk.

Jy-6

1601

Trustee's Bond ADDITIONAL BOND LIBER 133 PAGE 128

KNOW ALL MEN BY THESE PRESENTS:

No. 14,363 Equity

THAT WE GEORGE C. BAST, JR., Bradford Federal Building, 159 North Luzerne Avenue, Baltimore 24, Maryland as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE HUNDRED AND 00/100----------($300.00)-- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 2nd day of June in the year of our Lord one thousand nine hundred and sixty-one.

LIBER 11 PAGE 73

WHEREAS, the above bounden GEORGE C. BAST, JR. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee in Foreclosure to sell Property situate at: 2 Broadway Avenue, Glen Burnie, Maryland mentioned in the proceedings in the case of George C. Bast, Jr., Assignee of Mortgage

vs.

Thomas Augburn Hensley and Nellie Bowman Hensley, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, 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

John V. Snedecor, Jr.

GEORGE C. BAST, JR. (SEAL)

(SEAL)

INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)

D. Van Norman, Jr., Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, *sct:*

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr. its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 2nd day of June, 1961

INSURANCE COMPANY OF NORTH AMERICA

By: *Vice President* James Crawford

ATTEST: *Assistant Secretary* Hugh M. Sinclair

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

June 2nd, 1961 INSURANCE COMPANY OF NORTH AMERICA

Assistant Secretary Hugh M. Sinclair

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

FILED

1961 AUG -3 PM 12:40

13

In the Case of

LIBER 133 PAGE 129

George C. Bast, Jr.,
Assignee
vs.
Thomas Augburn Hensley
and
Nellie Bowman Hensley, his wife

In the
Circuit Court
For
Anne Arundel County

No. 14,363 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

August 16, 1961

FILED

1961 AUG 22 AM 9:51

14

Dr. George C. Bast, Jr., Assignee of Mortgage vs. Thomas Augburn Hensley and Nellie Bowman Hensley, his wife

			in ac.	
To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	296	74	396	74
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	13	50	56	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	73	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	13	90		
Insurance Co. of North America -bond premiums	35	20		
E.T. Newell & Co.,Inc. - auctioneer's fee	280	00		
Clerk of Court - recording assignments	1	00		
Ann K. Rahll - notary fees	1	00		
Mary V. Hale - notary fee		50	432	12
To Assignee for Benefit Charges, viz:				
1961 water and sewer benefit charges	24	17		
Metered water to 6/2/61	10	80	34	97
To Bradford Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,079	30	8,079	30
			8,999	38
Amount of mortgage claim filed	8,137	03		
Interest thereon @ 6% from 5/31/61 to 9/26/61 - 3 months 26 days	157	32		
	8,294	35		
Cr. Amount allowed above	8,079	30		
Balance subject to decree in personam	215	05		

15

with

George C. Bast, Jr., Assignee

Cr.

1961						
June	2	Proceeds of Sale	8,800	00		
		Interest on deferred payment of $8,050.00 to 7/10/61	91	22	8,891	22
		Refund 1961 State and County taxes- 6 months 28 days	102	76		
		Refund 18 days ground rent	5	40	108	16
					8,999	38

16

LIBER 133 PAGE 132

ORDER NISI

George C. Bast, Jr.,
Assignee of Mortgage

VERSUS

Thomas Augburn Hensley
and
Nellie Bowman Hensley, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,363 Equity.

ORDERED, This 22nd day of August, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th 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 25th day of September next.

George T. Cromwell

FILED
1961 AUG 22 AM 9:51

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew J. Evans

FILED
1961 SEP 27 AM 9:44

17

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 133

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,363 Equity
George C. Bast, Jr.,,
Assignee of Mortgage
versus
THOMAS AUGBURN HENSLEY
AND
NELLIE BOWMAN HENSLEY,
his wife

Ordered, this 22nd day of August, 1961, That the Report and Account of the Auditor, filed this day in the above entitled caused BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1961

We hereby certify, that the annexed Order Nisi Eq 14,363 Auditor Account Thomas Augburn Hensley

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 25th day of September, 1961. The first insertion being made the 24th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
No. M. C/1967 3 2 3 1 SEP 15 AM 9:38

18

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14413
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ALBERT K. HAUSE AND	:	FOR
MARY G. HAUSE, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

MR. CLERK:

Please docket the above entitled case and file the original Mortgage, Statement of Mortgage Debt, Military Affidavit and copy of Advertisement.

George E. Rullman
Attorney named in Mortgage.

FILED

1961 MAY 26 AM 10:37

COUNTY FORM

BOOK 1345 PAGE 26

Balance 12,964.79
Increase 1,035.21
Total 14,000.00
No. 14,413 Equity

LIBER 133 PAGE 134-A

This Mortgage,

Made this 29th day of October, in the year one thousand, nine hundred and fifty-nine, Between Albert K. Hause and Mary G. Hause, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor s, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being member s of said body corporate, have received therefrom an advance in the sum of Fourteen Thousand ($14,000.00) - - - - - - - - - - - - - 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 on or before the first day of each month from date hereof commencing on the first day of December, 19 59.

(A) of the sum of One Hundred and 38/100 ($100.38) - - - - - - - - - - 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 and 62/100 ($16.62) - - - - - - - - - - - - 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 polices 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.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of twenty years from the date hereof, said balance shall then become due and payable.

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

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

FILED

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

1961 MAY 26 AM 10:38

2

ALL that lot of ground situate, lying and being in Hillsmere, Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:-

BEING known and designated as Lot No. 29, Block A, as shown on Plat 1 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 36. Said lot having a frontage of 70 feet on Groh Lane with an even depth therefrom of 165 feet.

BEING the identical property which was conveyed to the Mortgagors herein by Hillsmere Estates, Inc., by deed dated July 20, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1048, folio 169.

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

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

Provided, however, if the said Mortgagor s, their heirs, personal representatives or assigns, shall make or cause to be made the payment[illegible] and perform and comply with the cov[illegible]s and conditions herein mentioned on their part to be made and done, then this mortgage shall [illegible] void.

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said mortgagee to pay six per cent (6%) interest for ninety days on that part of the aggregate amount of all repayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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 it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman 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 Arunde 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 $100 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 Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor s, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arunde County in Equity, which said expenses, costs and commissions the said Mortgagor s, for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its 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.

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

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

Witness:

George E. Rullman Jr.
George E. Rullman, Jr.

Albert K. Hause (SEAL)
Albert K. Hause

(SEAL)

Mary G. Hause (SEAL)
Mary G. Hause

(SEAL)

4

5

BOOK 1345 PAGE 29 LIBER 133 PAGE 137

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 29th day of October, 1959, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Albert K. Hause and Mary G. Hause, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, 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.

George E. Rullman Jr.

11.00 George E. Rullman, Jr. Notary Public.

Rec'd for record Oct. 30, 1959 at 2:23 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

ALBERT K. HAUSE and

MARY G. HAUSE, his wife,

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

1345 26

OCT 30 PM 2:23

Recorded

IN THE MATTER OF THE SALE OF	:	EQUITY NO 14413
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ALBERT K. HAUSE AND	:	FOR
MARY G. HAUSE, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act Article 87A, Bagby's Annotated Code of Maryland, 1939, Ed.

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

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are now in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

George E. Rullman
George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 26th day of May, 1961.

George E. Rullman
George E. Rullman, Jr., Notary Public

My Commission expires May 6, 1963.

FILED
1961 MAY 26 AM 10:37

6

LIBER 133 PAGE 139 No. 14,413

GEORGE W. SCIBLE, ... AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

ALL THAT LOT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT HILLSMERE, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS AND BATH, HOT AIR HEAT AND COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgage from Albert K. Hause and Mary G. Hause, his wife, to First Federal Savings and Loan Association of Annapolis, a body corporate, dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1345, page 26, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JUNE 27, 1961

AT 11 O'CLOCK A.M.

the following described property, namely:

ALL that lot of ground situate, lying and being in Hillsmere, Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:-

BEING known and designated as Lot No. 29, Block A, as shown on Plat 1 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 36. Said lot having a frontage of 70 feet on Groh Lane with an even depth therefrom of 165 feet.

BEING the identical property which was conveyed to the Mortgagors herein by Hillsmere Estates, Inc., by deed dated July 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1048, folio 169.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN

Attorney named in Mortgage

140 South Street, Annapolis, Maryland

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F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

LIBER 133 PAGE 140
LIBER 11 PAGE 30

Equity No. 14,413

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand - 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 thirteenth day of June, in the year of our Lord Nineteen Hundred sixty-one

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Albert K. Hause and Mary G. Hause, his wife, to First Federal Savings & Loan Assn. of Anna. bearing date the 29th day of October, 1959 and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber G.T.C. No. 1345 Folio 26 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 George E. Rullman

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 George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Schoolden
Mary F. Schoolden

Attorney in fact

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Bond approved this 20th day of June, 1961
George T. Cromwell, Clerk

8

GEORGE W. SCIBLE - - - - - - - - - - - - - - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

ALL THAT LOT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT HILLSMERE, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS AND BATH, HOT AIR HEAT AND COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgage from Albert K. Hause and Mary G. Hause, his wife, to First Federal Savings and Loan Association of Annapolis, a body corporate, dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1345, page 26, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JUNE 27, 1961

AT 11 O'CLOCK A.M.

the following described property, namely:

ALL that lot of ground situate, lying and being in Hillsmere, Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:—

BEING known and designated as Lot No. 29, Block A, as shown on Plat 1 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 36. Said lot having a frontage of 70 feet on Groh Lane with an even depth therefrom of 165 feet.

BEING the identical property which was conveyed to the Mortgagors herein by Hillsmere Estates, Inc., by deed dated July 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1048, folio 169.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street, Annapolis, Maryland

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1961 JUN 27 PM 2:56

9

Auctioneer's Certificate:

I Hereby Certify that, as Auctioneer, I did offer the property described on the reverse side hereof at the Court House Door in the City of Annapolis, Maryland, on Tuesday, June 27, 1961, at 11 o'clock a.m. and sold the same to First Federal Savings and Loan Association of Annapolis, at and for the sum of Twelve thousand five hundred dollars ($12,500.00), it then and there being the highest bidder therefor.

George W. Scible, Auctioneer

Purchaser's Certificate:

I Hereby Certify that representing the First Federal Savings and Loan Association of Annapolis through me as Agent, I bid in the purchase on behalf of said Association, the property described on the reverse side hereof on Tuesday, June 27, 1961, at 11 o'clock a.m. at and for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00) and my prindipal agrees to comply with the terms of sale.

John M. Thomas, Vice President
First Federal Savings & Loan Assoc. of Anna.

FILED

1961 JUN 27 PM 2:56

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,413
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ALBERT K. HAUSE AND MARY G.	:	FOR
HAUSE, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Albert K. Hause and Mary G. Hause, his wife, dated October 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1345, folio 293, to make sale of the property therein described, in case of default, and default having occured thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale, by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, 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 for sale by public auction at the Court House Door, in the City of Annapolis, Maryland on Tuesday, June 27, 1961, at 11 o'clock a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis at and for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00), it then and there being the highest bidder therefor, which property is described as follows:

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1961 JUN 27 PM 2:56

ALL that lot of ground situate, lying and being in Hillsmere, Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:-

BEING known and designated as Lot No. 29, Block A, as shown on Plat 1 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 36. Said lot having a frontage of 70 feet on Groh Lane

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with an even depth therefrom of 165 feet.

BEING the identical property which was conveyed to the Mortgagors herein by Hillsmere Estates, Inc., by deed dated July 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1048, folio 169.

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

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 27th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Madolin Ross

Madolin Ross, Notary Public

12

LIBER 133 PAGE 145

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALBERT K. HAUSE AND MARY G. HAUSE, his wife

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,413 Equity

Ordered, this 27th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by George E. Hullman, Attorney named in the Mortgage

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

The report states that the amount of sale was $ 12,500.00

FILED 1961 JUN 27 PM 2:56

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALBERT K. HAUSE AND MARY G. HAUSE, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of August, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett JUDGE.

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1961 AUG -8 PM 12:00

13

LIBER 133 PAGE 146 OFFICE OF 14,413

Public Sale

OF VALUABLE RESIDENCE PROPERTY

ALL THAT LOT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT HILLSMERE, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS AND BATH, HOT AIR HEAT AND COMPOSITION ROOF

Under and by virtue of the power of sale contained in a Mortgage from Albert K. Hause and Mary G. Hause, his wife, to First Federal Savings and Loan Association of Annapolis, a body corporate, dated October 29, 1959, and recorded among the Laod Records of Anne Arundel County in Liber G.T.C. 1345, page 28, the undersigned Attorney named in said Mortgage to make sale of the property thereio described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, June 27, 1961 at 11 O'clock A.M.

the following described property, namely:

ALL that lot of ground situate, lying and being in Hillsmere, Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:—

BEING known and designated as Lot No. 29, Block A, as shown on Plat 1 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 36. Said lot having a frontage of 70 feet on Groh Lane with an even depth therefrom of 165 feet.

BEING the identical property which was cooveyed to the Mortgagors herein by Hillsmere Estates, Inc., by deed dated July 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1048, folio 169.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street,
Annapolis, Maryland
GEORGE W. SCIBLE,
Auctioneer

Ju-21

N 61

14

Evening Capital

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

Public Sale

Albert K. Hause,

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 June, 1961. The first insertion being made the 31st day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUL 14 PM 12:50

H. Tilghman

LIBER 133 PAGE 147

Order Nisi

IN THE
CIRCUIT COURT
for
ANNE ARUNDEL COUNTY
NO. 14,413 EQUITY

In the Matter of the Sale of the Mortgaged Real Estate of ALBERT K. HAUSE and MARY G. HAUSE, his wife

Ordered, this 27th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by George E. Rullman, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of August next.

The report states that the amount of sale was $12,500.00

GEORGE T. CROMWELL, Clerk

True Copy, Test:
GEORGE T. CROMWELL, Clerk
Jy-21

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,413 Albert K. Hause

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 August, 1961. The first insertion being made the 30th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 219 1958 AUG -7 PM 3:56

By H. Tilghman

15

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 14,413
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ALBERT K. HAUSE AND MARY G.	:	FOR
HAUSE, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . .

AMENDED STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	14,000.00
Interest from October 29, 1959 thru May 31, 1961	1,372.27
Total Mortgage debt and Interest	15,372.27
Paid on Account of Interest	726.42
Total Balance due on Mortgage debt	14,645.85
Credit Amount in Escrow Account	4.64
	14,641.21
1960 taxes paid and charged to Principal 2/16/61 ~~(3/21/60)~~	143.00 ~~140.76~~
Insurance premium paid and charged to principal (4/7/61)	21.29
Total Mortgage Claim	14,803.26
	14,805.59

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 16th day of August, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis and made oath in due form of law that the above Statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

FILED

1961 AUG 16 PM 3:27

16

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of xVSx
Albert K. Hause
and
Mary G. Hause, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,413 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Fickling
Auditor

August 17, 1961

FILED

1961 AUG 21 PM 3:09

17

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Albert K. Hause and Mary G. Hause, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	405	00	505	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	68	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	13	65		
National Surety Corp. - bond premium	60	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps	6	88		
One-half State documentary stamps	13	75		
George E. Rullman, Jr. - notary fees	1	00		
Madolin Ross - notary fee		50	221	02
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	11,809	99	11,809	99
			12,587	51
Amount of Amended Mortgage Claim Filed	14,805	59		
Interest @ 6% on principal balance of $14,000.00 from 5/31/61 to 9/19/61 - 3 months 19 days	254	34		
	15,059	93		
Cr. Amount allowed above	11,809	99		
Balance subject to decree in personam	3,249	94		

18

with

George E. Rullman, Attorney named in Mortgage

Cr.

1961						
June	27	Proceeds of Sale	12,500	00	12,500	00
		Refund 1961 State and County taxes ($143.09) - 187 days	73	31		
		Refund 1961 fire insurance premium ($21.29) - 8 months	14	20	87	51
					12,587	51

19

ORDER NISI LIBER 133 PAGE 152

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
Albert K. Hause
and
Mary G. Hause, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,413 Equity.

ORDERED, This 21st 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 25th 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 25th day of September next.

George T. Cromwell

FILED AUG 2 PM 3:09 1961

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 SEP 27 AM 9:44

Matthew S. Evans

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 153

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1961

We hereby certify, that the annexed

Order Nisi Eq 14,413
Auditor Account
Albert K. Hause

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 25th day of September, 1961. The first insertion being made the 24th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR FOR ANNE ARUNDEL COUNTY

No. 14,413 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ALBERT K. HAUSE and MARY G. HAUSE, his wife

Ordered, this 21st 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 25th 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 25th day of September next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

S-7

FILED

No. M. C. 23048 1961 SEP 15 AM 9:39

21

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
THE ESTATE OF		
EMILY B. ASPLEN	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	Equity No 13,853

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

PETITION

. . . . . .

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Petition of MYRTLE B. DUNNOCK respectfully represents unto your Honor:

FIRST: That she is the sister of Emily B. Asplen.

SECOND: That the said Emily B. Asplen is fifty-one years of age, and was on the twenty-fourth day of May, 1960, committed to Spring Grove State Hospital as being mentally incompetent.

THIRD: That the said Emily B. Asplen is the owner of real estate located in Glen Burnie, Anne Arundel County, State of Maryland, known as Number 314 Second Avenue, Southwest, which requires attention both for maintenance and for the collection of any income which may be derived therefrom.

FOURTH: That in order that the said property, as well as other funds belonging to the said Emily B. Asplen, may be used for her benefit, it is suggested that a Committee be appointed to manage her affairs.

FIFTH: That the total estate of the said Emily B. Asplen is worth approximately $15,000.00.

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SIXTH: That the said Emily B. Asplen as aforesaid is incompetent to manage her own affairs and it is believed she will permanently remain so without lucid intervals and that there is attached hereto as required by the provisions of Section 125 of Article 16 of the Code of Public General Laws of Maryland, certificates sworn to and subscribed by two attending physicians, one of whom has attended the incompetent within ten days before the signing of this Petition, certifying to her condition as herein stated. Said certificates are marked Petitioner's Exhibits A and B.

WHEREFORE, your Petitioner prays that this Court will pass an Order:

(a) Directing the alleged Incompetent to be summoned within ten days.

(b) Directing that a copy of the summons, Petition and Order shall be left with Emily B. Asplen or the Superintendent of the Spring Grove State Hospital, Catonsville, Maryland.

(c) That this Petition be set for hearing on or after fifteen days from the date of the Order.

(d) Allowing the appearance of Emily B. Asplen and answer at any time before or after the Decree.

(e) And that your Petitioner may have such other and further relief as the merits of this case may require.

AND, AS IN DUTY BOUND, ETC.

Myrtle B. Dunnock
Myrtle B. Dunnock

Ridgely P. Melvin
Ridgely P. Melvin,
Annapolis, Maryland

Herbert L. Grymes
Herbert L. Grymes
1601 Court Square Building
Baltimore 2, Maryland

Solicitors for Petitioner.

2

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on the eighth day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared MYRTLE B. DUNNOCK, the Petitioner named in and who signed the foregoing Petition, and she made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of her information, knowledge and belief, as therein set forth.

AS WITNESS my hand and Notarial seal.

Margaret C. Simmons
Notary Public
Margaret C. Simmons

My commission expires
May 1, 1961.

MARGARET C. SIMMONS NOTARY PUBLIC BALTIMORE, MD.

Physician's Certificate of Mental Incompetence

LIBER 133 PAGE 157

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 3rd day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Aristides Simopoulos, M. D. who made oath in due form of law that he is and has been for the past five years an attending neuropsychiatrist in the Spring Grove State Hospital that Emily B. Asplen was admitted as a patient in the Spring Grove State Hospital on the 24th day of May, 1960, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Emily B. Asplen from time to time, his last examination being on June 3, 1960, that from the opportunity afforded him of observing the said Emily B. Asplen, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is

Schizophrenic reaction, paranoid type;

that the nature of such mental disability is characterized by impairment of affect and judgment, disorganized thinking processes, and delusions of persecution.;

that the extent and probable duration of the incompetency of the said

Emily B. Asplen is total and will persist for an indefinite period of time.

He is further of the opinion that due to the present condition of

Emily B. Asplen, and the premises of said petition, that it would serve no useful purpose to have her appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate, and it is recommended that her presence be dispensed with.

A. Simopoulos, M. D.

Aristides Simopoulos, M. D. AFFIANT

Sworn to before me this 3rd day of June, 1960.

Vincent F. Ferri NOTARY PUBLIC

Vincent F. Ferri

My commission expires: May 1, 1961

S.G 82-A

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1960 JUN 13 PM 3:38

Petitioner's Exhibit "A"

4

Physician's Certificate of Mental Incompetence

LIBER 133 PAGE 158

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 3rd day of June, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Bruno Radauskas, M. D. who made oath in due form of law that he is and has been for the past five years an attending neuropsychiatrist in the Spring Grove State Hospital that Emily B.-- Asplen was admitted as a patient in the Spring Grove State Hospital on the 3rd day of June, 19 60, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Emily B.-- Asplen from time to time, his last examination being on June 3, 1960, that from the opportunity afforded him of observing the said Emily B.-- Asplen, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Schizophrenic reaction, paranoid type; that the nature of such mental disability is characterized by impairment of judgment, delusions of persecution, and ideas of reference;

that the extent and probable duration of the incompetency of the said Emily B.-- Asplen is total and will persist for an indefinite period of time.

He is further of the opinion that due to the present condition of Emily B.-- Asplen, and the premises of said petition, that it would serve no useful purpose to have her appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate, and it is recommended that her presence be dispensed with.

VINCENT F. FERRI NOTARY PUBLIC BALTIMORE, MD.

Bruno Radauskas, M. D.
Bruno Radauskas, M. D. AFFIANT

Sworn to before me this 3rd day of June, 1960.

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 1, 1961

S/E 82-A FILED 1960 JUN 13 PM 3:40

3:40 Petitioner's Exhibit "B"

5

LIBER 133 PAGE 159

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
THE ESTATE OF		
EMILY B. ASPLEN	:	FOR
		ANNE ARUNDEL COUNTY
	:	

: :

ORDER OF COURT

. . . . . .

ORDERED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY this 13th day of June, in the year one thousand nine hundred and sixty, upon the foregoing Petition, Affidavit and Certificates:

(a) That the alleged Incompetent, Emily B. Asplen, be summoned within ten days

(b) That a copy of the summons, Petition and Order shall be left with Emily B. Asplen ~~or~~ and with the Superintendent of the Spring Grove State Hospital, Catonsville, Maryland.

(c) That this Petition be set for hearing on or after fifteen days from this Order.

(d) That an appearance by Emily B. Asplen and an Answer be permitted at any time before or after a Decree.

Matthew T. Crane
JUDGE

FILED
1960 JUN 15 AM 9:36

7

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
THE ESTATE OF	:	FOR
EMILY B. ASPLEN	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	

: :

D E C R E E

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

IT IS THEREUPON, this 12th day of July 1960, ADJUDGED, ORDERED and DECREED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, that

MYRTLE B. DUNNOCK

be and she is hereby appointed Committee with full power and authority to care for and manage the property of said Emily B. Asplen, and upon proper Order of this Court to expend cash for the support and maintenance of the said Emily B. Asplen under the direction of this Court; but before the said Myrtle B. Dunnock shall proceed to act as such Committee she shall give a corporate bond to the State of Maryland in the penalty of One Thousand ($1,000.00) Dollars, with a surety or sureties to be approved by this Court, or the Clerk thereof, for the faithful discharge of her duties as such Committee.

Matthew S. Evans
JUDGE

FILED

1960 JUL 13 AM 9:34

8

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 133 PAGE 161

LIBER 10 PAGE 314

EX PARTE

IN THE MATTER OF

THE ESTATE OF

EMILY B. ASPLEN

BOND OF { COMMITTEE / ~~TRUSTEE~~

No. [illegible]

KNOW ALL MEN BY THESE PRESENTS: That we, Myrtle B. Dunnock, 3031 St. Paul Street, Baltimore 18, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and 00/100 Dollars - - - - - - - - - - - - - - - Dollars ($ 1,000.00), current money, to be paid to the said State or its certain attorneys, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 14th day of July in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, THE ABOVE BOUNDEN Myrtle B. Dunnock

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 12th day of July nineteen hundred and sixty has been appointed Committee

mentioned in the proceedings in the case of Ex Parte in the matter of the estate of Emily B. Asplen

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Myrtle B. Dunnock

do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her 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

[illegible]

Myrtle B. Dunnock (SEAL)
Myrtle B. Dunnock

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

BY [illegible]
Howard J. McIlvrain
Attorney in fact.

FILED
1960 JUL 19 AM 9:37

Bond approved this 22 day of [illegible] 19

[illegible], Clerk

9

EX PARTE

IN THE MATTER OF

THE ESTATE OF

EMILY B. ASPLEN

LIBER 133* PAGE 162

*

*

*

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,833 Equity

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of MYRTLE B. DUNNOCK, Committee for Emily B. Asplen, respectfully shows:

1. That on the 12th day of July, 1960, she was appointed Committee for the Estate of Emily B. Asplen and has filed with the Clerk of the Court her approved bond as required by the Court Order.

2. That prior to your petitioner's appointment as Committee, as aforesaid, the above incompetent, at a time when she was not mentally incompetent, entered into a Contract of Sale with Franklin H. Nieberding and Helen M. Nieberding, his wife, for the sale of the real estate known as 314 Second Avenue, Southwest, Glen Burnie, Maryland, including also two storm doors, storm windows and screens, venetian blinds and all standard fixtures within said premises, at and for the price of $15,950, as provided in said Contract of Sale, a copy of which is filed herewith as Petitioner's Exhibit No. 1 and prayed to be taken as a part hereof.

3. That your petitioner is advised that the said Franklin H. Nieberding and Helen M. Nieberding, his wife, are anxious to complete the aforementioned sale in accordance with the said contract, and your petitioner believes that the selling price is fair and reasonable and that it will be in the best interest of the above incompetent to consummate said sale.

WHEREFORE, your petitioner prays the Court to authorize

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1960 AUG 23 PM 12:00

10

the taking of testimony before one of the standing examiners of this Court in substantiation of the allegations of the foregoing Petition.

AND AS IN DUTY BOUND, ETC.

Myrtle B. Dunnock
Myrtle B. Dunnock, Committee

Herbert L. Grymes
Herbert L. Grymes
Solicitor for Committee
1601 Court Square Building
Baltimore 2, Maryland
Mulberry 5-5095

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this --22nd-- day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared MYRTLE B. DUNNOCK, Committee for Emily B. Asplen, and made oath in due form of law that the matters and facts contained in the foregoing Petition are true to the best of her knowledge, information and belief as therein set forth.

AS WITNESS my hand and Notarial Seal.

Margaret C. Simmons
Margaret C. Simmons Notary Public

My commission expires May 1, 1961

11

ORDER

Upon the foregoing Petition and Affidavit, it is ORDERED this 23rd day of August, 1960, by the Circuit Court for Anne Arundel County, in Equity, that testimony be taken before one of the standing examiners of this Court substantiating the allegations of said Petition.

Matthew S. Crane
Judge

FILED
1960 AUG 24 AM 9:24

12

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
THE ESTATE OF	:	ANNE ARUNDEL COUNTY
EMILY B. ASPLEN	:	NO. 13,833 EQUITY

::::::::::

TESTIMONY ON BEHALF OF THE PETITIONER

August 24, 1960

Present:

Mr. Ridgely P. Melvin, Solicitor for Petitioner

Mr. Michael Demyan,

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Myrtle B. Dunnock, pages 2 - 3

Fred W. Kuethe, page 4

Lawrence W. Hobbs, pages 5 - 7

Jack C. Doney, pages 8 - 9

FILED

1960 AUG 29 AM 11:07

13

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

(Mr. Melvin)

1. Willyou state your full name, please?

A. Myrtle B. Dunnock.

2. And your address?

A. 3031 St. Paul Street, Baltimore, Maryland.

3. Mrs. Dunnock, on the 12th of July, 1960, you were appointed committee for the estate of Emily B. Asplen, is that correct?

A. That's right.

4. And you are the sister of Mrs. Asplen?

A. Yes, I am.

5. On the 16th of May, 1960, Mrs. Asplen executed a contract of sale for the sale of property in Glen Burnie known as 314 Second Avenue, S. W. Are you familiar with that property?

A. Yes, I am.

6. I show you a contract filed with the last petition filed in these proceedings as Petitioner's exhibit No. 1 and ask you if you recognize your sister's signature on that?

A. Yes, that is her signature.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

7. Prior to the 16th day of May, 1960, when was the last time that you had seen your sister?

A. I had seen her on the 3rd, I think, of May for a few minutes.

8. On that date did you have any reason to believe that she was mentally incompetent?

A. No.

9. Do you have any reason to believe that on the 16th of May that she was mentally incompetent?

A. No, I don't.

10. Now do you consider that it would be to her best interest and advantage to consummate this sale in accordance with the terms of this contract?

A. Yes, I do, definitely.

11. Will you tell us why?

A/ For the first reason, I think that she will not be able to carry on or assume responsibility in a home, and another reason, that, well it is to her financial benefit that we sell it.

12. By that do you mean that it is necessary for her to have the proceeds of this sale to live on?

A. That's right.

13. Does she have any other assets?

A. No, none that I know of.

14. Do you consider that the selling price of the property as stated in the contract is a fair and reasonable price?

A. Yes.

(Mr. Demyan waives cross examination)

15

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Myrtle B. Dunnock

16

Fred W. Kuethe, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Will you state your full name, please?

A. I am Fred W. Kuethe, Realtor, in Glen Burnie.

2. How long have you been engaged in the real estate business?

A. At least twenty five years.

3. Are you familiar with the property values in and around Glen Burnie?

A. Yes, I am.

4. Are you familiar with the property known as 314 Second Avenue, S. W.?

A. I am.

5. Will you describe the property?

A. Well I will read this letter here. On August the 11th, 1960, I was requested to inspect the property of Mrs. Emily Asplen at 314 Second Avenue, S. W. This is a one story brick veneer on concrete block, dwelling, with expandable unfinished attic. The first floor consists of living room, dining room, kitchen, two bedrooms, and a tile bath. There is a full basement, hot air oil heat and stationary tubs. This dwelling is situated on a regularly shaped lot, 50 feet frontage by 150 feet deep. This property is centrally located in Glen Burnie and has county sewer and water, gas and electric. In my opinion the fair market value of this property in fee is $15,500.00.

(Mr. Demyan waives cross examination)

17

QUESTION BY THE EXAMINER:

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

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

Answer ....No....

Signature ....Fred. W. Kuethe....

18

Lawrence W. Hobbs, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Would you state your full name and address, please?

A. Lawrence W. Hobbs, 7 Central Avenue, Glen Burnie, Maryland.

2. What is your business, Mr. Hobbs?

A. Real estate broker.

3. How long have you been so engaged?

A. Nineteen years.

4. Are you familiar with real estate values in the Glen Burnie area?

A. Definitely.

5. Are you familiar with the property known as 314 Second Avenue?

A. Yes, I am.

6. Prior to 16th of May, 1960, did you have any business dealings with the incompetent in these proceedings, Emily B. Asplen?

A. Yes, Emily was in the office on May the 5th, 1960. She came in and said she wanted to sell her house and move to Catonsville, and I said that's all right. Let's go up and go through it, so we went up together. She came back in and we listed the property for $15,950.00, and I told her the property was worth about $15,400.00, but I said, let's try it higher. We always can come down, and we sold the property on May the 16th for $15, 950.00, and Emily came in the same day and signed the contract and thanked me for getting

19

the full price.

7. Prior to May the 5th, had you known Mrs. Asplen?

A. Yes, I have.

8. Had you had any prior dealings with her?

A. Yes, I have.

9. On the 5th of May and on the 16th of May, was there any indication to you that she was not of sound mind?

A. None at all.

10. She appeared to be perfectly normal at that time?

A. Definitely.

11. In your opinion did she fully realize the nature of the contract that she signed on the 16th of May?

A. Yes, on the 16th of May she came in and signed it and thanked me for getting the full price and she said, let's take a ride over to Glen Burnie Park. I will even look at some houses over there. From Glen Burnie Park, I showed her one in Glen Burnie Park and one up at Arundel Hills, which is up in Linthicum Heights. But she said definitely that she would like to get out of that neighborhood.

12. Mr. Hobbs, I notice that the contract calls for certain things other than real estate, such as two storm doors, storm windows and screens and all standard fixtures and venetian blinds. Is there additional furniture in the house?

A. Yes, there is furniture in the house.

13. If that is to be sold that will have to be the subject of an additional Court Order, I assume?

20

A. Yes.

14. Other than the things specifically mentioned in this contract the remainder of the furniture and furnishings are not included in this contract?

A. Definitely not.

(Mr. Demyan waives cross examination)

QUESTION BY THE EXAMINER:

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

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

Answer No.....

Signature Laurence W. Stobbs.....

22

Jack C. Doney, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Would you state your full name?

A. Jack C. Doney.

2. And your address?

A. 9 Central Avenue, Glen Burnie.

3. What business are you in, Mr. Doney?

A. I am an attorney and a real estate broker.

4. How long have you been a real estate broker?

A. I have been actively engaged in the real estate business for nine years. I have held a broker's license for nine years.

5. Are you familiar with real estate values in Glen Burnie?

A. Yes, I am.

6. Are you familiar with the property known as 314 Second Avenue, S. W.?

A. Yes, I am.

7. Have you appraised the property?

A. At request I have appraised this property. I have visited the property, on comparable value standards, have examined the property and have arrived at an appraisal figure. I have here a written appraisal which I will submit. Basically I have appraised the lot which is 50 by 150 at $2200.00 and the improvements located on that lot at $13,200.00, which gave me a total fee simple value of $15,400.00.

8. Will you describe the property?

A. This property is known as lot number 16, Block 21,

23

on the plat of Glen Burnie. Its mailing address is 314 Second Avenue, S. W. The lot is 50 by 150 feet, and is serviced by all utilities, gas, water, sewerage, and electric, all of them. The lot is improved by a five room brick Greenwood style, semi-bungalow home. It contains a living room, dining room, unit kitchen, two bedrooms and a tile bath on the main floor. It has an unfinished second floor. Basically the property is in excellent condition.

9. Do you have your appraisal in written form, Mr. Doney?

A. Yes, I do.

10. Is this paper which I show you your written appraisal?

A. Yes.

(APPRAISAL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(Mr. Demyan waives cross examination)

24

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

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

Witness my hand and seal this 29th day of August, 1960.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00
S.M. $ 9.00 M
S.M.

25

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

Barron and Hobbs, *Realtors*

LIBER 133 PAGE 178

PROFESSIONAL BLDG. GLEN BURNIE, MD.

PHONE, SOUTHFIELD 6-1881

This Agreement of Sale, made this 16 day of May

nineteen hundred and Sixty, between

Emily B. Asplen (widow) Seller, and

Franklin H. Hiaberding and Helen M. (his wife), Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Glen Burnie, Anne Arundel County, State of Maryland and known as 314 Second Ave. Southwest. This property is sold in fee simple.

Included in sale: 2 storm Doors, storm windows and screens and all standard fixtures. Venetian blinds.

at and for the price of

Fifteen thousand nine hundred fifty Dollars ($15,950.00)

of which Fifty Dollars ($ 50.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: additional payment of Four thousand four hundred dollars ($4,400.00) to be paid by May 18, 1960, and the balance of Eleven thousand five hundred dollars ($11,500.00) to be financed by the Provident Savings Bank, for a period of 20 years at 6 percent interest. Settlement to occur on or before 60 days from the above date of this contract.

FILED 1960 AUG 23 PM 12:01

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Baltimore, to BARRON AND HOBBS, REALTORS.

Witness In triplicate the hands and seals of the parties hereto the day and year first above written.

WITNESS—AS TO SELLER'S SIGNATURE	X Emily B. Asplen SELLER'S SIGNATURE	(SEAL)
WITNESS—AS TO SELLER'S SIGNATURE	SELLER'S SIGNATURE	(SEAL)
WITNESS—AS TO BUYER'S SIGNATURE	Franklin H. Hiaberding BUYER'S SIGNATURE	(SEAL)
WITNESS—AS TO BUYER'S SIGNATURE	Helen M. Hiaberding BUYER'S SIGNATURE	(SEAL)

Examined & Filed
Matter of Asplen
#13,833 Equity
Malcolm Schmidt, Examiner

FILED 1960 AUG 29 AM 11:07

PETITIONER'S EXHIBIT NO. 1

APPRAISAL OF LOT#16, BLOCK 21, PLAT OF
GLEN BURNIE, AND IMPROVEMENTS.

OWNER:

Mrs. Emily Asplen
314 Second Ave., S.W.
Glen Burnie, Maryland

DESCRIPTION OF PROPERTY:

The subject property is designated as Lot No. 16, Block 21, as shown on the Plat of Glen Burnie. Improvements thereon are known as 314 Second Avenue, S.W., Glen Burnie, Fifth Election District, Anne Arundel County, State of Maryland. The lot is rectangular in shape having a front footage on Second Avenue, Glen Burnie, Maryland, of 50 feet, with an even depth of 150 feet. Property is situate on a paved street, and is served by all public utilities, including gas, water and sewage, etc.

Improvements on said Lot consist of a five room brick Greenwood Style, semi-bungalow, containing a living room, dining room, unit kitchen, two bedrooms and tile bath on the first floor. Second floor is unfinished. All rooms are painted and property is in generally good condition. Floors are of select grade oak and are in good condition. Improvements are sub-floored and insulated.

There is a basement situate under the entire dwelling sufficently deep and apparently dry, and is adequately ventilated with windows on three sides.

The roof is of composition shingles and is apparently in good condition, with no signs of leakage. The property is wired with 60 ampere service with sufficient outlets throughout the premises. Improvements are heated by oil-fired forced hot air and heating unit seems to be in apparently good condition. Domestic hot water is furnished by a 30 gallon gas fired water heater.

GENERAL OBSERVATION:

This property seems to have been well cared for, and it is situate in a desirable section of Glen Burnie. The property is convenient to all shopping centers and shopping facilities, schools,

and transporation. The location, type of construction and general good condition of the dwelling, as well as the availability of similar homes in the immediate area has been considered.

THE UNDERSIGNED has established a fee simple market value upon the above described property as follows:

Lot, 50 x 150 ft.	-	$ 2,200.00
Improvements	-	13,200.00
TOTAL- fee simple value		$15,400.00

Jack C. Doney

Jack C. Doney
Real Estate Broker
9 Central Avenue
Glen Burnie, Md.

Examiner's Exh. #7
Matter of Hopkins
#13,833 Equity
Malcolm Smith,
Examiner

FILED
1960 AUG 29 AM 11:56

LIBER 133 PAGE 180

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LIBER 133 PAGE 181

EX PARTE		IN THE CIRCUIT COURT
IN THE MATTER OF	*	FOR
THE ESTATE OF		ANNE ARUNDEL COUNTY
EMILY B. ASPLEN	*	No. 13,833 Equity
	*	

O R D E R

The matter of the foregoing Petition, Affidavit and Exhibit standing ready for hearing, testimony having been taken before a standing examiner of this Court, the proceedings were by the Court read and considered:

IT IS THEREUPON, this 9th day of Sept., 1960, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that MYRTLE B. DUNNOCK, Committee for Emily B. Asplen, be, and she is hereby, authorized and directed to execute a Deed to Franklin H. Nieberding and Helen M. Nieberding, his wife, for the property known as 314 Second Avenue, Southwest, Glen Burnie, Maryland, upon the receipt of the balance of the purchase price due for said property in accordance with the terms of the Contract of Sale filed in these proceedings as Petitioner's Exhibit No. 1.

Matthew S. Evans
Judge

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1960 SEP -9 PM 2:06

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ADDITIONAL

JUDICIAL 15—MARYLAND—TRUSTEE'S AND COMMITTEE'S BOND 6-41 2M

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 10 PAGE 369

LIBER 133 PAGE 182

BOND OF { COMMITTEE / ~~TRUSTEE~~

Equity No. 13,833

KNOW ALL MEN BY THESE PRESENTS: That we, Myrtle B. Dunnock, 3031 St. Paul Street, Baltimore 18, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Five Hundred and 00/100 - - - - - - - Dollars ($14,500.00), current money, to be paid to the said State or its certain attorneys, for 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 September in the year of our Lord one thousand nine hundred and sixty.

WHEREAS, THE ABOVE BOUNDEN Myrtle B. Dunnock

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the day of nineteen hundred and has been appointed Committee mentioned in the proceedings in the case of Exparte in the matter of Emily B. Asplen, an Incompetent

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Myrtle B. Dunnock

do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her 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 B. Smith

Myrtle B Dunnock (SEAL)
Myrtle B. Dunnock

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

BY Howard J. McNamara
Howard J. McNamara
Attorney in fact.

FILED

1960 SEP 23 PM 1:59

Additional Bond filed and approved this 23rd day September 1960
George T. Cromwell, Clerk

LIBER 133 PAGE 183

IN THE MATTER OF THE ESTATE OF EMILY B. ASPLEN	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY. IN EQUITY NO. 13833

: :

REPORT OF SALE

. . . . . .

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

AN ACCOUNT OF SALES of Myrtle B. Dunnock, Committee for Emily B. Asplen, as was sold at private sale in accordance with Order of this Court dated September 9th, 1960, and contract of sale dated May 16, 1960, between Emily B. Asplen and Franklin H. Nieberding and Helen M. Nieberding, his wife, on the following terms, viz: CASH.

All of the said Emily B. Asplen's right, title, interest and estate in, to or out of the following described property:

Fee simple property Number 314 Second Avenue, Glen Burnie, Maryland

Selling price		$15,950.00
Refund of taxes, etc.		67.39
		$16,017.39
Deduct: 1/2 stamp taxes	$26.40	
Water rent for 2 mos 15 days	4.50	30.90
		$15,986.49
Less: Mortgage to County Tr.Co.	$778.31	
Recording Release	4.00	
Court costs in Incompetent case	54.75	837.06
		$15,149.43
Less commissions for sale		957.00
TOTAL CASH RECEIVED		$14,192.43

The undersigned, Myrtle B. Dunnock, Committee as aforesaid, hereby returns to this Honorable Court the aforesaid Account of Sales, which contains a full and particular account of the property and estate of the said Emily B. Asplen, which

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1961 FEB 17 AM 11:30

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was sold by her, the said Committee, in accordance with the Contract of sale executed by the said Emily B. Asplen prior to her Commitment to Spring Grove State Hospital, and also in accordance with the Order of this Honorable Court dated September 9, 1960.

AND the said Committee reports to the Court that the above property was sold for the most money which she could obtain for the same to the persons named in the above Account of Sales.

Myrtle B. Dunnock
Myrtle B. Dunnock, Committee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this fourteenth day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Myrtle B. Dunnock, Committee of the Estate of Emily B. Asplen, and made oath in due form of Law that the matters and facts set forth in the aforegoing Account of Sales are true to the best of her knowledge and belief, and that the said sale was fairly made.

AS WITNESS my hand and Notarial seal.

MARGARET C. SIMMONS NOTARY PUBLIC BALTIMORE, MD.

Margaret C. Simmons
Notary Public
Margaret C. Simmons

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LIBER 133 PAGE 185

IN THE MATTER OF THE ESTATE OF EMILY B. ASPLEN	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO.13833

: : : : : : : : : :

O R D E R

. . . . .

ORDERED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY NO. 13833, this 23rd day of February, 1961, that the sale of the Fee-simple property belonging to the said Emily B. Asplen, mentioned in these proceedings and made and reported by Myrtle B. Dunnock, Committee, be and the same is hereby ratified and confirmed.

JUDGE

FILED

1961 FEB 23 PM 2:39

33

In the Case of

Ex Parte,
In the Matter of the Estate
of
xxxxx

Emily B. Asplen

In the

Circuit Court

For

Anne Arundel County

No. 13,833 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, in accordance with the Order of Court dated August 16, 1961.

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

August 21, 1961

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1961 AUG 24 PM 1:01

In the Case of

In the

Dr. Ex Parte, In the Matter of the Estate of Emily B. Asplen in ac.

Committee's Commissions Waived				
To Committee for Court costs, viz:				
Plaintiff's Solicitors' appearance fee	10	00		
Clerk of Court - original Court costs	28	75		
Clerk of Court - additional costs - recording proceedings as to real estate	47	75		
Gilbert G. Miller - Sheriff's costs	6	00		
Malcolm B. Smith - Examiner's fee	10	00		
Shirley Miller - Stenographer's fee	9	00		
Auditor - stating this account	36	00	147	50
To Committee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
U.S. Fidelity & Guaranty Co. - 1960 bond premium	10	00		
U.S. Fidelity & Guaranty Co. - renewal	10	00		
U.S. Fidelity & Guaranty Co. - premium on $14,500.00 bond	77	50		
Fred W. Kuethe & Co. - appraisal and testimony	25	00		
Ridgely P. Melvin, Jr., and Herbert L. Grymes - fee for legal services (Order 2/23/61)	400	00		
Barron & Hobbs - broker's commission on sale of real estate	957	00		
Telephone calls (R. M. Melvin, Jr.)	1	12		
One-half Federal documentary stamps	8	80		
One-half State documentary stamps	17	60	1,519	02
To Committee for Liens, viz:				
County Trust Company of Maryland - payments on mortgage for June, July and August, 1960	90	00		
County Trust Company of Maryland - balance due on mortgage and addidional interest	778	31		
Clerk of Court - recording release	4	00	872	31
To Committee for Maintenance of Ward, viz:				
Dr. Bruno Radauskas - examination and certificate	10	00		
Dr. A. Simpoulos - examination and certificate	10	00		
Vincent F. Ferrari - notary fees	2	00		
Metered water from 5/1/60 to 9/16/60	9	90		
C. & P. Telephone Co. - services to 7/12/60	8	45		
Gas & Electric Co. - Services to 7/12/60	21	72		
Hein Bros. - fuel oil furnished ward	17	50		
Hutzler Bros. - account due 7/12/60	15	30		
Hutzler Bros. - purchases 8/26/60	16	07		
Dr. Thomas R. O'Rourke - eye examination	10	00		
Bowen & King - eye glasses	37	14		
Dr. S. P. Beaven - dental services	17	00		
Spring Grove State Hospital - spending money for ward - 10 months @ $10.00 (Order 2/6/61)	100	00		
Mrs. Arbutus Blackwell - board from 3/10/61 to 7/10/61 (Order 3/16/61)	425	00		
Emily B. Asplen - spending money for March, April and May, 1961 @ $25.00 (Order 3/16/61)	75	00		
Sepnding money for June and July, 1961 @ $35.00 (Order 6/1/61)	70	00		

Maryland Hospital Service - Blue Cross and Blue Shield - 6/1/60 - 9/30/61		97	60		
Department of Mental Hygiene - hospitalization at Spring Grove State Hospital to 3/10/61		602	33		
Collector of Internal Revenue - 1960 Income Tax		183	92		
Collector of Internal Revenue - two quarters of 1961 estimated Income Tax		110	00		
				1,838	93
CASH BALANCE IN HANDS OF COMMITTEE		15,430	55	15,430	55
				19,808	31
Total Corpus Receipts		17,797	64		
Less Corpus disbursements:					
Court costs	$ 147.50				
Expenses (Sales, etc)	1,519.02				
Mortgage payments	872.31				
		2,538	83		
Corpus Cash Balance				15,258	81
Total Income Receipts	$ 1,925.93				
Refunds to Income	84.74	2,010	67		
Less Ward's Maintenance, etc.		1,838	93		
Income Balance				171	74
TOTAL CASH BALANCE, AS ABOVE				15,430	55

with

Myrtle B. Dunnock, Committee

Cr.

1960		**CORPUS**				
July	12	Union Trust Company - balance in checking account	246	49		
		Travelers Checks, cash and currency	745	15	991	64
Sept.	9	Proceeds Sale of Real Estate - 314 Second Avenue (Contract dated 5/16/60)	15,950	00		
1961						
Feb.	17	Proceeds of Sale of household furniture	856	00	16,806	00
		Total corpus receipts			17,797	64
		INCOME				
		Maryland Teachers Retirement System - pension payments from 11/1/60 through 7/1/61 - 9 months @ $158.23	1,424	07		
		Board of Education of Baltimore Co. - Salary for May, 1960	231	22		
		Loyola Federal Savings & Loan Ass'n - interest - 6/30/61	130	33		
		Aurora Federal Savings & Loan Ass'n - interest - 6/30/61	130	31		
		County Trust Company - dividends	10	00		
		REFUNDS TO INCOME				
		Eastern Air Lines	2	86		
		Insurance premium on furniture, etc.	6	08		
		Gas & Electric Co.	4	43		
		State Comptroller - refund income tax	3	98		
		1960 State and County taxes on real estate - 3 months 14 days	63	44		
		1960 water and sewer benefit charges - 3 months 14 days	3	95		
		Total income receipts			2,010	67
					19,808	31

LIBER 133 PAGE 190

ORDER NISI

Ex Parte,
In the Matter of the
Estate of

~~VERSUS~~

Emily B. Asplen

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,833 Equity.

ORDERED, This 24th day of August, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of ~~September~~ 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 2nd day of ~~September~~ October next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of October, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

D. Brian Duckett

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1961 OCT -3 PM 2:33

1961 AUG 24 PM 1:01

LIBER 133 PAGE 191

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,833 Equity
EX PARTE, IN THE MATTER OF THE ESTATE OF
EMILY B. ASPLEN

Ordered, this 24th 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 2nd 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 2nd day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

S-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,833
Auditor Account.

Emily B. Asplen.

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 2nd day of October, 1961. The first insertion being made the 31st day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 SEP 28 PM 12 36

By N. Telghman

No. M. G. 23059

38

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, Fidelity Building Baltimore 1, Merylend, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
PAUL S. EVANS and CLARA B. EVANS, his wife, 3 9th Street, S.E. Glen Burnie, Maryland, Defendants	*	No. 14,410 Equity

*****

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents unto Your Honor:

1. That on the 25th day of July A.D. 1960, the Defendants executed and delivered to Fidelity and Deposit Company of Maryland a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of Five Hundred Twenty-Six Dollars and Three Cents ($526.03) and interest as therein mentioned, wherein the said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage marked "Petitioner's Exhibit No. 1" and filed herewith as part of this Petition.

2. That the said mortgagors are now more than four months in arrears in their payments of principal and interest called for in said mortgage.

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

AND, AS IN DUTY BOUND, ETC.

GILBERT & ROCKLIN

By [signature]
Attorneys for Plaintiff
210 E. Lexington Street
Baltimore 2, Merylend.
SA. 7-8291; LE. 9-3539

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1961 MAY 24 AM 9:57

MORTGAGE FEE—CITY OR COUNTY—Form 16.

PETITIONER'S EXHIBIT NO. 1

Equity No. 14410

LIBER 133 PAGE 193

BOOK 1410 PAGE 294

THIS MORTGAGE, Made this 25th day of July----------

in the year nineteen hundred and sixty----------by and between Paul S. Evans and Clara B. Evans, his wife----------

Mortgagors residing at 3- 9th Street, S. E., Glen Burnie, Anne Arundel County in the State of Maryland, of the first part, and

Fidelity and Deposit Company of Maryland, a corporation located in the City of Baltimore, Mortgagee, of the second part:

Whereas, the said parties of the first part are indebted in the full sum of Five Hundred Twenty-six and 3/100 Dollars ($526.03) to the said parties of the second part, such sum to be repaid with interest at 4% per annum, payable at the expiration of six (6) months from the date of these presents, to secure the payment of such sum, with interest as aforesaid, these presents are executed.

JUL 28 1960

RECORDATION TAX ACT OF 1947 $1.10 $1.10

1.10

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Paul S. Evans and Clara B. Evans, his wife the parties of the first part -------

----------do grant and convey unto the Fidelity and Deposit Company of Maryland, the parties of the second part----------successors and assigns, in fee simple, all-----those----------lots or parcels of ground situate and lying in the Anne Arundel County----------aforesaid, and described as follows, to wit:—

BEING known and designated as Lots Nos. 39, 40 and 41, in Block "D", as shown on the Plat of Garland, which Plat was originally recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 20, later recorded among said Plat Records in Plat Cabinet 1, Rod K, Plat 6, but now recorded among said Plat Records in Plat Book No. 4, folio 4.

BEING the same lots of ground described in a Deed from Joshua F. Johnson and wife to Mary C. Cernohorsky for life with remainder to George J. Pasternokas and Albert W. Pasternokas, dated May 19, 1934 and recorded among the Land Records of Anne Arundel County in Liber W.M.R. No. 128, folio 60.

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1961 MAY 24 AM 9:57

2

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the Fidelity and Deposit Company of Maryland, their----------successors ~~heirs~~ and assigns, forever.

Provided, that if the said Paul S. Evans and Clara B. Evans, his wife----------

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Five Hundred Twenty-six and 3/100 ($526.03)----------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 ----------the----------'s authorized Attorney or Agent

of the said Mortgagee , --its- personal representatives, or assigns, a 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 Seventy-five and no/100 ($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------ executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for------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-------their----------heirs, personal representatives and assigns, do hereby ----give----covenant to pay, and the said Mortgagee, its successors personal representatives or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

Witness------our---------- hands and seals the date and year aforesaid.

TEST:

Paul S Evans [SEAL]
Paul S. Evans

Clara B. Evans [SEAL]
Clara B. Evans

[SEAL]

State of Maryland, County of Anne Arundel , ss:

I Hereby Certify, that on this 26TH day of------- July ----------in the year one thousand nine hundred and sixty---------- before me, a Notary Public of the State of Maryland, in and for the County ----------aforesaid, personally appeared Paul S. Evans and Clara B. Evans ----------

the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be ---- their --------- act. At the same time also appeared L. D. Shafer of the Fidelity & Deposit Company of Maryland the Mortgagee herein.

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.

Recorded for record July 28 1960 at 9:00 A.M.

Mailed to Fidelity & Deposit Co.

LIBER 133 PAGE 195

BOOK 1410 PAGE 296

LIBER 133 PAGE 196

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, Fidelity Building Baltimore 1, Maryland, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	No. 14,460 Equity
PAUL S. EVANS and CLARA B. EVANS, his wife, 3 9th Street, S.E. Glen Burnie, Maryland, Defendants	*	

*****

STATEMENT OF MORTGAGE DEBT

Amount of mortgage dated July 25, 1960	$526.03
Interest at the rate of 4% per annum, to May 23, 1961	17.30
	$543.33

STATE OF MARYLAND:
To Wit:
COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY, that on this 23rd day of May, 1961, before me, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Oliver W. Littleton, Assistant Secretary of Fidelity and Deposit Company of Maryland, Plaintiff herein, 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.

Mildred M. Benson

Mildred M. Benson, Notary Public

My Commission Expires May 6, 1963.

FILED

1961 MAY 24 AM 9:57

5

LIBER 133 PAGE 197

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, Fidelity Building Baltimore 1, Maryland, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
PAUL S. EVANS and CLARA B. EVANS, his wife, 3 9th Street, S.E. Glen Burnie, Maryland, Defendants	*	No. 14,400 Equity

*****

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

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 OLIVER W. LITTLETON, Assistant Secretary of Fidelity and Deposit Company of Maryland, Plaintiff herein, 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.

Oliver W. Littleton, Affiant

Subscribed and sworn to before me this 23rd. day of May, 1961.

Thomas F. Shiffert
Notary Public

My Commission Expires: My Commission Expires May 6, 1963

FILED

1961 MAY 24 AM 9:57

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND,
a body corporate,
Fidelity Building
Baltimore 1, Maryland,
Plaintiff

vs.

PAUL S. EVANS
and
CLARA B. EVANS, his wife,
3 9th Street, S.E.
Glen Burnie, Maryland,
Defendants

LIBER 133 PAGE 198

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,410.

*****

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is, thereupon, this 24th day of May, in the year nineteen hundred and sixty-one, by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Richard Paul Gilbert 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 Twenty-Five Hundred Dollars ($2500.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in such weekly newspaper published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months (or all cash as the purchaser may elect), the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full

FILED

1961 MAY 25 AM 9:38

7

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.

Benjamin Richardson
Judge

FIDELITY AND DEPOSIT COMPANY OF MARYLAND	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
PAUL S. EVANS and CLARA B. EVANS, his wife	*	ANNE ARUNDEL COUNTY
	*	(In Equity)

***

PETITION FOR ORDER NUNC PRO TUNC

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Richard Paul Gilbert, Trustee in the above captioned matter, respectfully represents unto Your Honor:

1. That heretofore, to wit, on the 25th day of May, 1961, your Petitioner filed in the Circuit Court for Anne Arundel County a mortgage foreclosure in the above entitled case.

2. That the decree of said Court for sale of the mortgaged premises provided, inter alia, that the Petitioner file a bond by approved surety prior to the sale of said premises.

3. That your Petitioner did obtain from Fidelity and Deposit Company of Maryland, a nationally recognized surety, a bond bearing No. 7538179 and dated the 22nd day of May, 1961, in the amount of Twenty-Five Hundred Dollars ($2500.00), which said bond was inadvertently not filed in this Honorable Court prior to the sale of the mortgaged premises because of a clerical error.

4. That the aforesaid mortgaged property was sold at public auction at 2:00 P.M. on the 27th day of June, 1961, and your Petitioner is desirous of filing the aforesaid bond nunc pro tunc.

WHEREFORE, your Petitioner prays that this Honorable Court pass an Order allowing your Petitioner to file the aforesaid bond as of the date of the signing of the decree, to wit, May 25, 1961.

AND, AS IN DUTY BOUND, ETC.

Richard Paul Gilbert, Petitioner
210 E. Lexington Street
Baltimore 2, Maryland.
SA. 7-8291; LE. 9-3539

FILED

1961 JUN 29 AM 9:57

9

STATE OF MARYLAND:

To Wit:

COUNTY OF ANNE ARUNDEL:

LIBER 133 PAGE 201

I HEREBY CERTIFY, that on this 28th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Richard Paul Gilbert, and he made oath in due form of law that the matters and facts contained in the foregoing Petition for Order Nunc Pro Tunc are true and correct.

AS WITNESS my hand and Notarial Seal.

Mildred M. Benson, Notary Public

10

FIDELITY AND DEPOSIT COMPANY OF MARYLAND	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
PAUL S. EVANS and CLARA B. EVANS, his wife	*	ANNE ARUNDEL COUNTY
	*	(In Equity)

***

ORDER NUNC PRO TUNC

Upon the foregoing Petition and Affidavit, it is, by the Circuit Court for Anne Arundel County, on the 29th day of June, 1961,

ORDERED, that the Petitioner be, and is, hereby allowed to file Fidelity and Deposit Company of Maryland bond No. 7538179 in the penalty sum of Twenty-Five Hundred Dollars ($2500.00), bonding him as Trustee, which said bond shall be now accepted as having been filed on the 25th day of May, 1961.

Matthew S. Crane
Judge

FILED

1961 JUN 29 PM 3:19

11

Bond no. 75 38 179

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 133 PAGE 203

LIBER 11 PAGE 43 No. 14,410 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard Paul Gilbert, Suite 101, 210 E. Lexington St., Balto. 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 Two Thousand Five Hundred and 00/100 ($2,500.00) - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of May in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Richard Paul Gilbert 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 Fidelity and Deposit Company of Maryland

vs:

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

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Richard Paul Gilbert

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:

Mildred M. Benson — Richard Paul Gilbert (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Diane E. Anthony *As to Surety* — By Joseph C. McHugh *Attorney-in-Fact*

MD3116a—500, 10-59 153393
Trustee's Bond

FILED

1961 JUN 30 AM 11:21

Bond approved this 30 day of June 1961
nunc pro tunc as of May 25, 1961
George T. Cromwell, Clerk

12

REPORT OF SALE

LIBER 133 PAGE 204

FIDELITY AND DEPOSIT COMPANY OF MARYLAND	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
PAUL S. EVANS and CLARA B. EVANS, his wife	*	ANNE ARUNDEL COUNTY
	*	(In Equity)
	***	No. 14,410 Equity

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

The Report of Sale of Richard Paul Gilbert, Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple Lots Nos. 39, 40 and 41 in Block D as shown on the Plat of Garland, originally recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 20, Records in Plat Cabinet 1, Rod K, Plat 6, and now recorded among the Plat Records in Plat Book No. 4, folio 4, 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 Annapolis Capital-Maryland Gazette, a daily newspaper published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday, the 27th day of June, 1961, at two o'clock P.M. attend on the premises and then and there sold the aforesaid fee simple Lots Nos. 39, 40 and 41, unto Raymond L. Glodek and Melva J. Glodek, at and for the sum of Eight Hundred Dollars ($800.00), the said Raymond L. Glodek and Melva J. Glodek having offered the greatest price therefor.

Richard Paul Gilbert, Trustee

FILED

1961 JUN 30 AM 11:21

13

STATE OF MARYLAND:

To Wit:

COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY, that on this 28th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Richard Paul Gilbert, 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.

Mildred M. Benson, Notary Public

My Commission Expires May 6, 1963

14

ROCKLIN & GILBERT,
Solicitors
Court Square Bldg.,
Baltimore, Md.

Trustee's Sale

THREE VALUABLE UNIMPROVED FEE SIMPLE LOTS SITUATED ON THIRD AVE. (290' EAST O FINTERSECTION OF ANNAPOLIS BLVD. AND THIRD AVE.) FERNDALE SECTION—SALE ON PREMISES

Tues., June 27, 1961
At 2:00 o'clock P.M.

By virtue of a Decree of the Circuit Court of Anne Arundel County in Equity, the undersigned Trustee will sell at public auction on the premises, as follows:

BEING known and designated as Lots Nos. 39, 40, and 41 in Block "D" as shown on the Plat of GARLAND, which plat was originally recorded among the Plat Records of A. A. Co., in Plat Book W.N.W. No. 3 Folio 20, Records in Plat Cabinet 1 Rod K Plat 6, but now recorded later recorded among said Plat among said Plat Records in Plat Book No. 4 Fol. 4. Each lot is 25' x 120', more or less, being in fee-simple.

Subject to any restrictions, agreements or covenants of record affecting same, if any.

TERMS OF SALE: One-third cash, balance in six and twelve months, or all cash as the purchaser may elect at time of sale. Credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned. Trustee. All expenses, including Metropolitan Sanitary District Liens, if any, to be adjusted to date of sale. A deposit of $200.00 will b e required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

RICHARD PAUL GILBERT,
Trustee,

A. J. BILLIG & CO., AUCTS.
Plaza 2-8440 16 E. Fayette St.,
Balto. 2, Md.

Ju-22

CALLAHAN

FIDELITY DEPOSIT COMPANY OF MARYLAND	:	IN THE
VS	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
PAUL S. EVANS AND CLARA B. EVANS, HIS WIFE	:	

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

LIBER 133 PAGE 206

AUCTIONEERS CERTIFICATE

I HEREBY CERTIFY that I have on this 27th day of June, 1961, sold the property described in the attached advertisement of sale at and for the sum of 800.00 Being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have on this 27th day of June, 1961, purchased the property described in the attached advertisement of sale from Richard Paul Gilbert, Trustee, at and for the sum of $ 800.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Raymond L. Godek
Purchaser

Myles J. Godek
Purchaser

TEST: Jay B

FILED
1961 JUN 30 AM 11:21

15

ORDER NISI

LIBER 133 PAGE 207

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

versus

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,410 Equity

Ordered, this 30th day of June, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by Richard Paul Gilbert, Trustee

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

The report states that the amount of sale was $ 800.00

FILED 1961 JUN 30 AM 11:21

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

versus

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of August, 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.

D. Boone Duckett

JUDGE.

FILED

1961 AUG -8 PM 12:01

16

ROCKLIN & GILBERT,
Solicitors
Court Square Bld
Baltimore, Md.

Trustee's Sale

THREE VALUABLE UNIMPROVED FEE SIMPLE LOTS SITUATED ON THIRD AVE. (290' EAST O FINTERSECTION OF ANNAPOLIS BLVD. AND THIRD AVE.) FERNDALE SECTION— SALE ON PREMISES

Tues., June 27, 1961
At 2:00 o'clock P.M.

By virtue of a Decree of the Circuit Court of Anne Arundel County in Equity, the undersigned Trustee will sell at public auction on the premises, as follows:

BEING known and designated as Lots Nos. 39, 40, and 41 in Block "D" as shown on the Plat of GARLAND, which plat was originally recorded among the Plat Records of A. A. Co., in Plat Book W.N.W. No. 3 Folio 20, Records in Plat Cabinet 1 Rod K Plat 6, but now recorded later recorded among said Plat among said Plat Records in Plat Book No. 4 Fol. 4. Each lot is 25' x 120', more or less, being in fee-simple.

Subject to any restrictions, agreements or covenants of record affecting same, if any.

TERMS OF SALE: One-third cash, balance in six and twelve months, or all cash as the purchaser may elect at time of sale. Credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned. Trustee. All expenses, including Metropolitan Sanitary District Liens, if any, to be adjusted to date of sale. A deposit of $200.00 will b e required of the purchaser at the time and place of sale; balance of purchase money to bear interest from date of sale.

RICHARD PAUL GILBERT,
Trustee,
A. J. BILLIG & CO., AUCTS.
Plaza 2-8440 16 E. Fayette St.,
Balto. 2. Md.

Ju-22

No. M. G. 21390

14,410

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 208

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1961

We hereby certify, that the annexed

Trustee's Sale
Third Avenue
Ferndale Section

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 1st day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL 14 PM 12:19

By H. Tilghman

17

OFFICE OF

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 209

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,410 Equity
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
versus
PAUL S. EVANS and
CLARA B. EVANS, his wife

Ordered, this 30th day of June, 1961, That the sale of the Property in these proceedings mentioned made and reported by Richard Paul Gilbert, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of August next.

The report states that the amount of sale was $800.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,410 Paul S. Evans was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of August, 1961. The first insertion being made the 6th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 21964 1961 AUG -2 PM 12:15 By H. Tilghman

18

In the Case of

Fidelity and Deposit Company
of Maryland,
a body corporate
vs.
Paul S. Evans
and
Clara B. Evans, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14, 410 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 24, 1961

Laura R. Jacklung
Auditor.

FILED
1961 AUG 28 PM 12:23

Dr. Fidelity and Deposit Company of Maryland, a body corporate vs. Paul S. Evans and Clara B. Evans, his wife in ac.

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	49	27	124	27
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account and two copies	18	00	57	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	74	80		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	19	70		
Fidelity & Deposit Co. of Md.-bond premium	10	00		
A.J. Billig & Co. - auctioneer's fee	80	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps	1	10		
Mildred M. Benson - notary fees	1	00	214	15
To Trustee for Taxes, viz:				
1960 State and County taxes	19	33		
1961 State and County taxes - 5 months 27 days	9	10	28	43
To Fidelity & Deposit Co. of Maryland, mortgagee - this balance on account mortgage claim	381	30	381	30
			805	40
Amount of mortgage claim filed	543	33		
Interest @ 4% on principal balance of $526.03 from 5/23/61 to 10/1/61 - 4 months 7 days	7	43		
	550	76		
Cr. Amount allowed above	381	30		
Balance subject to decree in personam	169	46		

20

with

Richard Paul Gilbert, Trustee

Cr.

1961						
June	27	Proceeds of Sale	800	00		
		Interest on deferred payment of $600.00 to 8/21/61	5	40	805	40
					805	40

LIBER 133 PAGE 213

ORDER NISI

Fidelity and Deposit Company of Maryland, a body corporate

VERSUS

Paul S. Evans

and

Clara B. Evans, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,410 Equity.

FILED 1961 AUG 28 PM 12:23

ORDERED, This 28th 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 2nd 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 2nd day of October, next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of October, 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 V. Bruce Duckett

1961 OCT -3 PM 2:34

LIBER 133 PAGE 214

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,410 Equity

Fidelity and Deposit Company of Maryland, a body corporate

versus

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

Ordered, this 28th 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 2nd 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 2nd day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed Order Nisi Eq 14,410 Auditor Account Paul S. Evans

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of October, 1961. The first insertion being made the 31st day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 22079 1961 SEP 28 PM 12:37 By H. Tilghman

23

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
WILLARD E. ROBB and VERNA ROBB, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 14,391 EQUITY

LIBER 133 PAGE 215

* *

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

1961 MAY 16 PM 1:49

LIBER 1079 PAGE 346 No. 14,391 Equity

LIBER 133 PAGE 216

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 14th day of November, in the year one thousand nine hundred and Fifty-six, between WILLARD E. ROBB and VERNA ROBB, 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 WILLARD E. ROBB and VERNA ROBB, his wife the sum of Six Thousand Five Hundred and 00/100 ($6,500.00)----------dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6...% per annum, in the manner following:

By the payment of Fifty-four and 86/100 ($54.86)---------- dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said WILLARD E. ROBB and VERNA ROBB, his wife do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot, piece, or parcel of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 5, Block D, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-8, Plat 14, now Plat Book 24,folio 50.

BEING the same property which was conveyed to Floyd A. Crumpton, by Deed from North Deale, Incorporated, a body corporate, et al, dated May 31, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 937, folio 172.

AND BEING the same property which was conveyed to the within named Mortgagors, Willard E. Robb and Verna Robb, his wife, by Deed from Floyd A. Crumpton and Daisy B. Crumpton, his wife, of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1961 MAY 16 PM 1:49

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to pole agreement of record.

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

And the said mortgagor(s) WILLARD E. ROBB and VERNA ROBB, 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 aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

AND the said Mortgagor s, for ....themselves and 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 and 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:

Betty E. Parks
Betty E. Parks; as to both

Willard E. Robb (SEAL)
Willard E. Robb

(SEAL)

Verna I. Robb (SEAL)
Verna Robb

(SEAL)

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LIBER 133 PAGE 219

State of Maryland, Anne Arundel County, to wit: LIBER 1079 PAGE 349

I HEREBY CERTIFY, that on this 14th day of November

in the year one thousand nine hundred and Fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

WILLARD E. ROBB and VERNA ROBB, his wife, the mortgagor(s)

named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President

of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Betty E. Parks

Betty E. Parks - Notary Public.

My commission expires on

May 6, 19 57

Rec'd for record Nov. 15, 1956 at 2:00 P.M.

Mailed to Samuel M. Ivrey

Mortgage

FROM

WILLARD E. ROBB and

VERNA ROBB, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Lot 5, Block D
Property North Deale
7th El. Dist. A.A.Co., Md.

Received for record 19 at o'clock

Same day recorded in Liber No. folio &c. of the Land Records of Anne Arundel County and examined per

Clerk.

Cost of Record $ 7.50

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 133 PAGE 220

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
WILLARD E. ROBB	*	FOR
and		
VERNA ROBB, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 14,391 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 Willard E. Robb and Verna Robb, his wife, said Mortgage dated November 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1079, folio 346; said Mortgage being in default.

Balance due on principal to May 31, 1961	$5,600.57
Interest to June 8, 1961	7.52
	$5,608.09

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 16th 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 aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey - Notary Public

My Commission Expires:

May 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 MAY 16 PM 1:49

6

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

LIBER 133 PAGE 221

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
WILLARD E. ROBB and VERNA ROBB, his wife	*	FOR ANNE ARUNDEL COUNTY
	*	NO. 14,391 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 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 16th 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 16 PM 1:49

7

G 23099

LIBER 11 PAGE 22
LIBER 133 PAGE 222

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

NO. 14,391 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 SIX THOUSAND, FIVE HUNDRED DOLLARS ($6,500.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of June, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Willard E. Robb and Verna Robb, his wife, bearing date on or about the 14th day of November, 1956, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 8th day of June

George T. Cromwell
Clerk

FILED
1961 JUN -8 AM 11:01

8

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 11 PAGE 23

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

LIBER 133 PAGE 223

Bond No.

Equity #14,391

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, 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 Hundred Dollars ($200.00), 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 8th day of June, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from Willard E. Robb and Verna Robb, his wife, bearing date on or about November 14, 1956, the said Samuel M. Ivrey 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 Samuel M. Ivrey 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, Samuel M. Ivrey, 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

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle, as to both

GLOBE INDEMNITY COMPANY, A body corporate
By John H. Hopkins III
John H. Hopkins, IV, Attorney

FILED

1961 JUN 8 PM 2:21

Bond approved this 8th day of June, 1961
George T. Gromwell, Clerk

ROBERT H. CAMPBELL . . . LIBER 133 PAGE 224 . . . Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

NORTH DEALE, SEVENTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Willard E. Robb and Verna Robb, his wife, said Mortgage dated November 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1079, folio 346, 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, JUNE 8, 1961

At 11:00 O'Clock A.M.

ALL THAT LOT OF GROUND being known and designated as Lot No. 5, Block D, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-8, Plat 14, now Plat Book 24, folio 50.

BEING the same property which was conveyed to Willard E. Robb and Verna Robb, his wife, by deed from Floyd A. Crumpton and Daisy B. Crumpton, his wife, dated November 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1079, folio 344.

THE SAID PROPERTY being improved by a stucco dwelling containing five rooms and bath, with floor furnace heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney Named In the Mortgage
144 Duke Of Gloucester Street
Annapolis, Maryland

FILED
1961 JUN -9 AM 11:11

10

I/We hereby certify that I/We purchased the property described on the reverse side of this handbill at and for the price of $ 6,700.00 and I/We agree to abide by the terms therein.

Witness my/our hand and seal this 8th day of June, 1961.

WITNESS:

Samuel M. Ivrey — SAMUEL M. IVREY

Theodore S. Grape (SEAL) — THEODORE S. GRAPE

(SEAL)

I hereby certify that I sold property described on the reverse side of the handbill to THEODORE S. GRAPE at and for the price of $ 6,700.00, he/they, being then and there the highest bidder therefore.

WITNESS my hand and seal this 8th day of June, 1961.

WITNESS:

Samuel M. Ivrey — SAMUEL M. IVREY

Robert H. Campbell (SEAL) — ROBERT H. CAMPBELL Auctioneer

FILED
1961 JUN -9 AM 11:11

11

IN THE TTER OF THE MORTGAGED REAL ESTATE OF WILLARD E. ROBB and VERNA ROBB, his wife	* * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 14,391 EQUITY

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Thursday, June 8, 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 THAT LOT OF GROUND being known and designated as Lot No. 5, Block D, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-8, Plat 14, now Plat Book 24, folio 50.

BEING the same property which was conveyed to Willard E. Robb and Verna Robb, his wife, by deed from Floyd A. Crumptom and Daisy B. Crumpton, his wife, dated November 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1079, folio 344.

Said property being sold to Theodore S. Grape at and for the sum of Six Thousand Seven Hundred and No/100 ($6,700.00) Dollars, he 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.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1961 JUN -9 AM 11:11

12

AND, as in duty bound, etc.

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 8th 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 aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Doris B. Clarke
DORIS B. CLARKE - Notary Public

My Commission Expires: May 6, 1963

LIBER 133 PAGE 227

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF WILLARD E. ROBB
and VERNA ROBB, his wife
~~versus~~

IN THE LIBER 133 PAGE 228

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,391 Equity

Ordered, this 9th day of June, 19 61, 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 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $ 6,700.00.

Filed June 9 1961
11:11 AM
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF WILLARD E. ROBB
and VERNA ROBB, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th 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.

D. Bowie Duckett
JUDGE.

FILED
1961 JUL 19 PM 12:48

14

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

North Deale
Seventh Election District
Anne Arundel County
Maryland

Under and by virtue of the power of sale contained in the Mortgage from Willard E. Robb and Verna Robb, his wife, said Mortgage dated November 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1079, folio 346, 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, JUNE 8, 1961
at 11:00 o'clock A. M.

ALL THAT LOT OF GROUND being known and designated as Lot No. 5, Block D, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-8, Plat 14, now Plat Book 24, folio 50.

BEING the same property which was conveyed to Willard E. Robb and Verna Robb, his wife, by deed from Floyd A. Crumpton and Daisy B. Crumpton, his wife, dated November 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1079, folio 344.

THE SAID PROPERTY being improved by a stucco dwelling containing five rooms and bath, with floor furnace heat.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney named in the Mortgage
144 Duke of Gloucester Street
Anoapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

Ju-7

No

15

OFFICE OF 14,391

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 229

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1961

We hereby certify, that the annexed Attorney's Sale

Willard E. Robb

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 8th day of June, 1961. The first insertion being made the 17th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
JUN 14 AM 10:41

By H. Tilghman

OFF OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 230

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1961

We hereby certify, that the annexed Order Nisi Sale Eq. 14,391 Willard E. Ross.

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 17th day of July, 1961. The first insertion being made the 14th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL 14 PM 12:19

By Tilghman

No. M. G. 21582

16

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,391 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
WILLARD E. ROBB and
VERNA ROBB, his wife

Ordered, this 9th 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 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $6,700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-5

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Willard E. Robb
and
Verna Robb, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,391 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

August 21, 1961

FILED

1961 AUG 23 PM 12:40

17

Dr. In the Matter of the Mortgaged Real Estate of Willard E. Robb and Verna Robb, his wife — in ac.

To Attorney for Commissions, viz:	232	48		
To Attorney for Fee, viz:	35	00	267	48
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	25		
Auditor - stating this account	18	00	61	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	27		
Globe Indemnity Co. - bond premiums	26	80		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	7	70		
Doris B. Clarke - notary fee		50	182	88
To Annapolis Federal Savings & Loan Ass'n of Annapolis, Maryland, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	5,608	09		
Interest @ 6% on principal balance of $5,600.57 from 6/8/61 to 9/25/61 - 3 months 17 days	99	87		
	5,707	96	5,707	96
To Theodore S. Grape, Assignee of the second mortgage filed in these proceedings - this balance on account mortgage claim	600	58	600	58
			6,820	15
Amount of second mortgage claim filed	2,501	43		
Cr. Amount allowed above	600	58		
Balance subject to decree in personam	1,900	85		

18

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1961						
June	8	Proceeds of Sale	6,700	00		
		Interest on deferred payment of $6,030.00 to 7/27/61	49	34	6,749	34
		Refund 1961 State and County taxes ($126.39) - 6 months 22 days	70	81	70	81
					6,820	15

ORDER NISI LIBER 133 PAGE 234

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Willard E. Robb and Verna Robb, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,391 Equity.

ORDERED, This 23rd day of August, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of 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 27th day of September next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th 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 28 PM 4:15

O. Bowie Duckett

1961 AUG 23 PM 12:40

70

LIBER 133 PAGE 235

OFFIC' OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,391 Equity

In the Matter of the Mortgaged Real Estate of
WILLARD E. ROBB and
VERNA ROBB, his wife

Ordered, this 23rd 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 27th 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 27th day of September next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,391

Auditor Account

Willard E. Robb

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 27th day of September, 1961. The first insertion being made the 26th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

961 . SEP 26 PM 2.27

No. M.G. 23047

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

M. W. SCOTT * EQUITY NO. 14,380.
R.D. 3 Bay Ridge Road *
Annapolis, Maryland *
*
Plaintiff *
*

VS.

JERROLD GRIFFIN
351 S-7th Street
Richmond, California
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 42 Block 14 50 x 200 J. H. H. 824-299
as shown on the Plat of Oyster Harbor

JOE HAWKINS and
ZELDA HAWKINS, his wife
239 Seventh Street, N.E.
Washington 2, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 25 Block 8 Plat 3 G. T. C. 970-524
as shown on the Plat of Oyster Harbor

DAVID H. REID and
RACHEL REID, his wife
1219 Franklin Street, N.E.
Washington 17, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lots 23 and 24 Block 3 J. H. H. 906-588
as shown on the Plat of Oyster Harbor

Defendants

****

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That she brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Article 81 of the Annotated Code of Maryland.

2. That on October 13, 1959, your Plaintiff, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, received Certificates of Tax Sale therefor from said Collector of Taxes to the following real

LIBER 133 PAGE 236

FILED
1961 MAY -9 PM 3:35

estate located in Anne Arundel County, to wit:

(a) Certificate No. 2956 - Lot 42 Block 14 50 x 200 J. H. H. 824-299 as shown on the Plat of Oyster Harbor, Second Election District.

(b) Certificate No. 2957 - Lot 25 Block 8 Plat 3 G.T.C. 970-524 as shown on the Plat of Oyster Harbor, Second Election District.

(c) Certificate No. 2959 - Lots 23 and 24 Block 3 J.H.H. 906-588 as shown on the Plat of Oyster Harbor, Second Election District.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 2956, 2957, and 2959, dated October 13, 1959, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Numbers 1 to 3", inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

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

(a) That Jerrold Griffin is the record owner of Lot 42 Block 14 as shown on Plat 2 of Oyster Harbor, Second Election District.

(b) That Joe Hawkins and Zelda Hawkins, his wife, are the record owners of Lot 25 Block 8 as shown on Plat 3 of Oyster Harbor, Second Election District.

(c) That David H. Reid and Rachel Reid, his wife, are the record owners of Lots 23 and 24 Block 3 as shown on Plat 1 of Oyster Harbor, Second Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 13,1959, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the Plaintiff bid and paid for the aforesaid

Tax Sale Certificates the following amounts:

	Certificate No.	Bid	Price Paid
(a)	2956	$190.00	$38.06
(b)	2957	50.00	38.64
(c)	2959	2000.00	89.59

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

	Certificate No.	Amount Due
(a)	2956	$38.06
(b)	2957	38.64
(c)	2959	89.59

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

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

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

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

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

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

And as in duty bound, etc.

M. W. Scott

Eliot Siskind
12 Crain Highway, N/W
Glen Burnie, Maryland
Southfield 6-3750
Attorney for Plaintiff

Samuel Schenker
224 Main Street
Annapolis, Maryland
Colonial 3-2354
Attorney for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

M. W. Scott, being first duly sworn and on oath deposes and says that she is the Plaintiff herein, and she has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by her signed and knows the contents thereof and verily believes same to be true to the best of her knowledge and belief.

M. W. Scott

SUBSCRIBED AND SWORN to before me this 5th day of May, 1961.

Notary Public

Nº 2959 CERTIFICATE OF TAX SALE

LIBER 133 PAGE 240

I, EDWARD M. DUNN, JR. ~~County Treasurer~~, Collector of Taxes for the State of Maryland, and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to M. W. Scott at public auction for the sum of 2,000 Dollars and .00 Cents, of which 89.59 Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 23-24 Blk 3 J.H.H. 906-588 as shown on the plat of Oyster Haven

and assessed to David H. & Rachel Reid

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 1, 1961

FILED
1961 MAY -9 PM 3:36

5

Nº 2957 **CERTIFICATE OF TAX SALE**

LIBER 133 PAGE 241

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to M. W. Scott R F D 3 - Immigrants. md at public auction for the sum of 50 Dollars and 00 Cents, of which 38.64 Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 25 Blk. 8 Plat 3 G.T.C. 970-524 As shown on the plat of Oyster Harbor

(m7) and assessed to ~~Joseph~~ Joe + Zelda Hawkins

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires [illegible]

FILED

1961 MAY -9 PM 3:36

6.

Nº 2956 **CERTIFICATE OF TAX SALE** LIBER 133 PAGE 242

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1959, I sold to M. W. J. G. Scott R.F.D. 3 Annapolis, Md at public auction for the sum of 190 Dollars and 00 Cents, of which 38.06 Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 42 Blk. 14 50 x 200 J.H.H. 824-299 as shown on the plat of Oyster Harbor

and assessed to Jerrold Griffin

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1960, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 MAY -9 PM 3:36

7.

Samuel Schenker, Attorney for Plaintiff
224 Main Street
Annapolis, Maryland

LIBER 133 PAGE 243

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

M. W. SCOTT *
R. D. 3 Bay Ridge Road *
Annapolis, Maryland *
*
Plaintiff *

EQUITY NO. 14,380

VS.

JERROLD GRIFFIN, 351 S-7th Street, Richmond, California

JOE HAWKINS and ZELDA HAWKINS, his wife, 239 Seventh Street, N.E. Washington 2, D. C.

DAVID H. REID and RACHEL REID, his wife, 1219 Franklin Street, N.E. Washington 17, D. C.

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

DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1) Second	Lot 42 Block 14 50 x 200 J.H.H. 824-299, as shown on the Plat of Oyster Harbor	2956
(2) Second	Lot 25 Block 8 Plat 3 G.T.C. 970-524, as shown on the Plat of Oyster Harbor	2957
(3) Second	Lots 23 and 24 Block 3 J.H.H. 906-588 as shown on the Plat of Oyster Harbor	2959

All as substantially described in Certificates of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to M. W. SCOTT, Plaintiff, on October 13, 1959, for the amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 13th day of October 1959, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County to M. W. Scott, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

FILED
1961 MAY -9 PM 3:36

8

(1) Certificate No. 2956 - Lot 42 Block 14 50 x 200 J.H.H. 824-299, as shown on the Plat of Oyster Harbor, Second Election District, and assessed to Jerrold Griffin, and sold to the Plaintiff for $190.00 of which sum $38.06 has been paid.

(2) Certificate No. 2957 - Lot 25 Block 8 Plat 3 G.T.C. 970-524, as shown on the Plat of Oyster Harbor, Second Election District, and assessed to Joe Hawkins and Zelda Hawkins, his wife, and sold to the Plaintiff for $50.00 of which sum $38.64 has been paid.

(3) Certificate No. 2959 - Lots 23 and 24 Block 3 J.H.H. 906-588 as shown on the Plat of Oyster Harbor, Second Election District, and assessed to David H. Reid and Rachel Reid, his wife, and sold to the Plaintiff for $2000.00 of which sum $89.59 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 13, 1959.

It is thereupon this 9th day of May 1961, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of July 1961, next, warning the said Jerrold Griffin; Joe Hawkins and Zelda Hawkins, his wife; David H. Reid and Rachel Reid, his wife; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 20th day of July 1961, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, M. W. SCOTT, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

Eliot Siskind, Atty.
12 Crain Hwy., N.W.
Glen Burnie, Md.
Samuel Schenker, Atty.
224 Main St.
Annapolis, Md.

Samuel Schenker,
Attorney for Plaintiff
224 Main Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY,
MARYLAND
EQUITY NO. 14,380

M. W. SCOTT
R. D. 3 Bay Ridge Road
Annapolis, Maryland
Plaintiff

VS.

JERROLD GRIFFIN,
351 S-1th Street,
Richmond, California
JOE HAWKINS and
ZELDA HAWKINS, his wife,
239 Seventh Street, N.E.
Washington 2, D.C.
DAVID H. REID and
RACHEL REID, his wife,
1219 Franklin Street, N.E.
Washington 17, D.C.

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

District: (1) Second. Description: Lot 42 Block 14 50 x 200 J.H.H. 824-299, as shown on the Plat of Oyster Harbor. Certificate No. 2956.

District: (2) Second. Description: Lot 25 Block 8 Plat 3 G.T.C. 970-524, as shown on the plat of Oyster Harbor. Certificate No. 2957.

District (3) Second. Description: Lots 23 and 24 Block 3 J.H.H. 906-588 as shown on the Plat of Oyster Harbor. Certificate No. 2959.

All as substantially described in Certificates of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to M. W. SCOTT, Plaintiff, on October 13, 1959, for the amounts in said Certificates hereinafter set forth:
Defendants

LIBER 133 PAGE 245

OFFICE OF

The ANNE ARUNDEL STAR

GLEN BURNIE, MD., June 8, 1961

THIS IS TO CERTIFY, that the annexed advertisement of In Circuit Court for A.A. County

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 20th day of July 1961, that is to say the same was inserted in the issues of May 18,25, June 1,8, 1961

STROMBERG PUBLICATIONS, Inc.
Publisher.

FILED

1961 JUN -9 PM 12:35

By Edith Greenwood

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 13th day of October 1959, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County to M. W. Scott, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2956 — Lot 42 Block 14 50 x 200 J.H.H. 824-299, as shown on the Plat of Oyster Harbor, Second Election District, and assessed to Jerrold Griffin, and sold to the Plaintiff for $190.00 of which sum $38.06 has been paid.

(2) Certificate No. 2957 — Lot 25 Block 8 Plat 3 G.T.C. 970-524, as shown on the Plat of Oyster Harbor, Second Election District, and assessed to Joe Hawkins and Zelda Hawkins, his wife, and sold to the Plaintiff for $50.00 of which sum $89.59 has been paid.

(3). Certificate No. 2959 — Lots 23 and 24 Block 3 J.H.H. 906-588 as shown on the Plat of Oyster Harbor, Second Election District, and assessed to David H. Reid and Rachel Reid, his wife, and sold to the Plaintiff for $2000.00 of which su m$89.59 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 13, 1959.

It is thereupon this 9th day of May 1961, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of July 1961, next, warning the said Jerrold Griffin; Joe Hawkins and Zelda Hawkins, his wife; David H. Reid and Rachel Reid, his wife; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 20th day of July 1961, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, M.W. SCOTT, a title free and clear of all encumbrances.

George T. Cromwell, Clerk

True Copy, Test:
George T. Cromwell, Clerk

To June 8

LIBER 133 PAGE 246

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

M. W. SCOTT *
R.D. 3 Bay Ridge Road * EQUITY NO. 14,380
Annapolis, Maryland *
*
Plaintiff *
*

VS.

JERROLD GRIFFIN
351 S-7th Street
Richmond, California
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 42 Block 14 50 x 200 J.H.H. 824-299
as shown on the Plat of Oyster Harbor

JOE HAWKINS AND
ZELDA HAWKINS, his wife
239 Seventh Street, N. E.
Washington 2, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 25 Block 8 Plat 3 G.T.C. 970-524
as shown on the Plat of Oyster Harbor

DAVID H. REID AND
RACHEL REID, his wife
1219 Franklin Street, N. E.
Washington 17, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lots 23 and 24 Block 3 J.H.H. 906-588
as shown on the Plat of Oyster Harbor

Defendants

****

AFFIDAVIT OF MAILING TO
NON-RESIDENT DEFENDANTS

Samuel Schenker, Attorney for Plaintiff, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Order of Publication issued herein, by Certified mail, return receipt requested, to non resident Defendants, Joe Hawkins and Zelda Hawkins, his wife and David H. Reid and Rachel Reid, his wife, as evidenced by the receipts for said letters filed herewith and made a part hereof.

That he mailed a copy of the Order of Publication issued herein, by Certified mail, return receipt requested, to the non-resident Defendant, Jerrold Griffin and said letter was returned marked "Moved, Left No Address," said letter filed herewith and made a part hereof.

FILED

1961 AUG -3 AM 10:08

LIBER 133 PAGE 248

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

John Hawkins

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

MAY 15 1961

ADDRESS WHERE DELIVERED (only if requested in item #1)

CSR—16—71548-4 GPO

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Mr. & Mrs. David H. Reed

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Mrs. D. H. Reed

DATE DELIVERED

5/17/61

ADDRESS WHERE DELIVERED (only if requested in item #1)

1790-5

CSR—16—71548-4 GPO

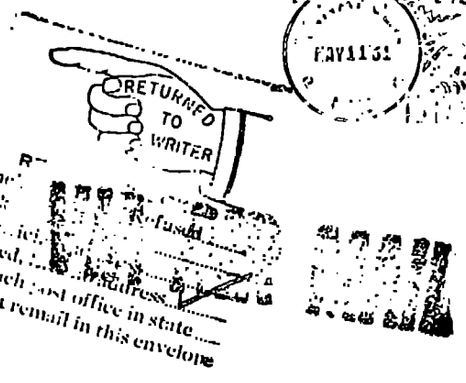
SAMUEL SCHENKER
ATTORNEY AT LAW
~~[illegible]~~ 228 MAIN STREET
ANNAPOLIS, MARYLAND

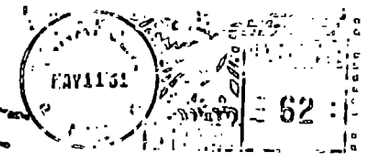
VIA AIR MAIL

VIA AIR MAIL

Moved No Order
2115

RETURNED TO WRITER





Mr. Jerrold Griffin
351 S-7th Street
Richmond, California

REGISTERED
NO. 2709

MAY 18 1961

Unclaimed
Unknown
Insufficient Address
Refused
Moved, Left Address
No such post office in state
Do not remail in this envelope

REGISTERED MAIL - RETURN RECEIPT REQUESTED

That said Certified letters addressed to Joe Hawkins and Zelda Hawkins, his wife and David H. Reid and Rachel Reid, his wife, were received by them as indicated by the receipts for said letters filed herewith.

Samuel Schenker
Attorney for Plaintiff
224 Main Street
Annapolis, Maryland
Colonial 3-2354

Subscribed and sworn to before me on this 2" day of August, 1961.

Ellen-Frances Boettcher
Notary Public

ELLEN FRANCES BOETTCHER • ANNE ARUNDEL CO., MD. • NOTARY PUBLIC

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 2nd day of August, 19 61, personally appeared before me, the subscriber, a ~~Notary Public~~ Justice of the Peace of the State of Maryland, in and for Anne Arundel County, M. W. Scott,

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.)

Jerrold Griffin, Joe Hawkins and Zelda Hawkins, his wife, David H. Reid and Rachel Reid, his wife, are, to the best of her knowledge and belief, not in the military service of the United States of America.

~~xxxx~~ ~~not in the military service of the United States of America.~~

In testimony whereof, I hereunto set my hand and affix my Justice of the Peace Seal ~~Notarial Seal~~ this 2nd day of August-------------------- 19 61.

Notarial
Seal

Louis Hyatt
~~Notary Public~~

My Commission will expire on:

5/6/63

Filed,

FILED
1961 AUG -3 AM 10:08

13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 133 PAGE 251

M.W. SCOTT
R.D. 3 Bay Ridge Road
Annapolis, Maryland

Plaintiff

EQUITY NO. 14,380

VS.

JERROLD GRIFFIN
351 S-7th Street
Richmond, California
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 42 Block 14 50 x 200 J.H.H. 824-299
as shown on the Plat of Oyster Harbor

JOE HAWKINS AND
ZELDA HAWKINS, his wife
239 Seventh Street, N. E.
Washington 2, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit;
Lot 25 Block 8 Plat 3 G.T.C. 970-524
as shown on the Plat of Oyster Harbor

DAVID H. REID AND
RACHEL REID, his wife
1219 Franklin Street, N. E.
Washington 17, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lots 23 and 24 Block 3 J.H.H. 906-588
as shown on the Plat of Oyster Harbor

Defendants

****

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Star, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said Defendants and sold to the Plaintiff on the 13th day of October, 1959, for non payment of taxes due and in arrears.

And it further appearing that the aforesaid Defendants have failed to enter their appearance herein in person or by Solicitor, have failed to file an answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an answer having now expired it is, thereupon this 3rd day of August, 1961, by the Circuit Court for Anne Arundel County, in Equity:

FILED

1961 AUG -3 PM 3:29

14

Adjudged, Ordered and Decreed that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 13th day of October, 1959.

Matthew L. Evans
Judge

15

M. W. SCOTT

LIBER 133 * PAGE 253

IN THE

Plaintiff *

CIRCUIT COURT

vs.

*

FOR

DAVID H. REID and
RACHEL REID
1219 Franklin Street, N. E. *
Washington 17, D. C.

ANNE ARUNDEL COUNTY

Defendants *

Equity No. 14,380

* * * * * * * *

STIPULATION

It is agreed between the parties hereto that the following amounts shall be paid in order that the defendants, David H. Reid and Rachel Reid, may redeem the property described in Tax Certificate No. 2959 and known as Lots 23 and 24, Block 3 as shown on the Plat of Oyster Harbor, 2nd Election District.

to be paid to the Collector of taxes for the State of Maryland and Anne Arundel County . .		$176.81
To be paid to Eliot Siskind		124.33
Court Costs	$11.00	
Title search	10.00	
Attorney fees.	75.00	
Publication costs. . . .	28.33	
Total		$301.14

Eliot Siskind
Eliot Siskind
Attorney for Plaintiff

David H. Reid

Samuel Schenker
Samuel Schenker
Attorney for Plaintiff

Rachel Reid

ORDER

Upon consideration the foregoing stipulation, it is this 21st day of August, 1961, by the Circuit Court for Anne Arundel County,

ORDERED that the amount necessary to redeem the property described herein is $301.14.

Matthew S. Preston
JUDGE

FILED
1961 AUG 21 PM 2:21

FILED
1961 AUG 18 PM 2:52

16

LIBER 133 PAGE 254

M. W. SCOTT		IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DAVID H. REID and RACHEL REID 1219 Franklin Street, N. E. Washington 17, D. C.	*	ANNE ARUNDEL COUNTY
Defendants	*	Equity No. 14,380

* * * * * * * *

Mr. Clerk:

Please enter the above entitled case Paid and Satisfied and the property therein included, redeemed as to David H. Reid and Rachael Reid.

Eliot Siskind
Attorney for Plaintiff

Samuel Schenker
Attorney for Plaintiff

FILED

1961 AUG 22 AM 10:20

17

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 133 PAGE 255

* EQUITY NO. 14,380

M. W. SCOTT
R. D. 3 Bay Ridge Road
Annapolis, Maryland *

Plaintiff

*

VS.

JERROLD GRIFFIN
351 S-7th Street
Richmond, California
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 42 Block 14 50 x 200 J.H.H. 824-299
as shown on the Plat of Oyster Harbor

JOE HAWKINS and
ZELDA HAWKINS, his wife
239 Seventh Street, N. E.
Washington 2, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 25 Block 8 Plat 3 G.T.C. 970-524
as shown on the Plat of Oyster Harbor

Defendants

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings of this cause having been read and considered and it appearing to this Court that the non-resident Defendants, Jerrold Griffin, Joe Hawkins and Zelda Hawkins, his wife, have been duly served by publication, a copy of which has been filed herein.

And it further appearing that a Decree Pro Confesso was entered herein against all of the Defendants mentioned, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearances herein or filed an answer to these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 15th day of [illegible], 1961,

Adjudged, Ordered and Decreed that all rights of redemption to the properties mentioned herein of the Defendants, Jerrold Griffin, Joe Hawkins and Zelda Hawkins, his wife, and any and all persons

FILED

1961 SEP 15 PM 2:59

having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 13th day of October, 1959 for non-payment of taxes for the year 1958:

(1) Certificate No. 2956 - Lot 42 Block 14 50 x 200 J.H.H. 824-299 as shown on the Plat of Oyster Harbor, Second Election District.

(2) Certificate No. 2957 - Lot 25 Block 8 Plat 3 G.T.C. 970-524 as shown on the Plat of Oyster Harbor, Second Election District

free and clear of all alienations and dissents of said properties occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said properties mentioned in this cause and proceedings are subject, and it is further;

Ordered that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, M. W. Scott, in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further;

Ordered that the Plaintiff pay the costs of these proceedings.

Matthew S. Emory
Judge

LIBER 133 PAGE 257

No. 7257 Equity.

In the Matter of the Sale of the Mortgaged Real Estate of John Blunt and Cathrene Blunt, his wife.

Original Mortgage

Mr. Clerk:

Please docket this case, enter my appearance and file the original mortgage.

Eugene P. Childs
Attorney named in Mortgage.

Filed Sept. 22" 1936

EUGENE P. CHILDS
Attorney at Law
ANNAPOLIS, MD.

2

Mortgage Note.

$500.00 February 12 1926

Three years after date we promise to pay to the order of

Orlando Ridout

= Five hundred — Dollars

Value received, John Blunt
her
Cathrine X Blunt
mark

Witness
Eugene P. Childs

Due Feb. 12, 1929

Secured by Mortgage of Even Date

No. 7257 Equity

Filed Sept. 22" 1936.

1

Pay to the order of Eugene P. Childs

Committee, without recourse.

Orlando Ridout Jr.

MORTGAGE FEE—COUNTY.

LIBER 133 PAGE 259

This Mortgage, Made this Twelfth day of February in the year nineteen hundred and twenty six, by and between John Blunt and Cathrene Blunt his wife parties of the first part and Orlando Ridout party of the second part, all of Anne Arundel County in the State of Maryland.

WITNESSETH; whereas John Blunt and Cathrene Blunt the mortgagors herein are justly and bona fide indebted unto Orlando Ridout the Mortgagee herein in the full and just sum of five hundred ($500.00) dollars and as evidencing said sum of indebetedness the said mortgagors have passed unto the sa said mortgagee their joint and several promissory note for said sum of even date herewith and payable in three years aft after date, as well as their six other promissory notes of even date herewith and payable in six, twelve, eighteen, twenty four, thirty and thirty six months after date, each for the sum of fifteen $15.00 dollars, to secure the interest thereon to accrue, and;

Whereas it was a condition precedent to the making of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum of of five hundred $500.00 dollars, together with the interest thereon to accrue, at the time limited for the payment of the same.

Noe therefore this mortgage witnesseth; that for and in consideration of the premises and of the sum of five dollars thereunto moving from the party of the second part unto the party of the first part the receipt whereof is hereby acknowledged, the said parties of the first part herein called mortgagors do bargain and sell unto the party of the second part herein called mortgagee his heirs and assigns, all of that lot of land situated in the Seventh District of Anne Arundel county and described as follows;

It being all of that identical tract of land containing one acre more or less situated in the Seventh District of Anne Arundel County (formerly the Eighth District), which was conveyed unto the grantors herein by S. Kemp Dawson and others

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by deed dated the 28" day of January 1921 and recorded in W. H. W. No. 38 folio 338 one of the land record books of Anne Arundel County, and in said deed more particularely described, also,

One motor boat and engine attached, said boat bearing the name of "Mildred F." and being 38 feet long and of the 'dead rise type.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Orlando Ridout

heirs and assigns, forever.

PROVIDED, that if the said Mortgagors

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of five hundred ---------- Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the

Mortgagors 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, mort-

gage debt and interest, the said Mortgagors for themselves their heirs, personal representatives 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 in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his personal representatives or assigns, or Eugene P. Childs his ~~heir~~ Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundle county, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of 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 claims of the said Mortgagee his personal representatives and assigns 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 his 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 the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for himself his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees their personal representatives or assigns, or Eugene P. Childs 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 commissions, 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 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 satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land and said boat to the amount of at least five hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

Myrtle Sturm

John Blunt (SEAL)

her
Catherine X Blunt (SEAL)
mark

(SEAL)

(SEAL)

4

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LIBER 133 PAGE 262

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this Twelfth day of February in the year nineteen hundred and twenty six before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Blunt and Cathrene Blunt the Mortgagors

~~the Mortgagor~~ named in the aforegoing Mortgage and did each acknowledged the aforegoing Mortgage to be his and heart. At the same time also appeared Eugene P. Childs Attorney and agent for the Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth. and that he is authorized to make this affidavit.

Witness my hand & seal Notarial,
Myrtle Sturm
Notary Public

NOTARY PUBLIC

For value received, I hereby assign the within mortgage and debt thereby secured to Eugane P. Childs, Committee of Benjamin Watts, Lunatic.

Witness my hand and seal this 25th day of October 1927.

Witness:
F. Wilhelmina Pettebone

Orlando Ridout, Sr. (SEAL)

MORTGAGE

FROM John Blunt and Catherine Blunt

TO Orlando Ridout, Sr.

BLOCK NO.

Received for Record 17 Feb, 1926, at 10 o'clock A M. Same day recorded in Liber W.M.B. No. 24 Folio 63 &c., one of the Land Records of Anne Arundel County examined per J. MARTIN BRADY, Clerk.

Cost of Record, $3.75 paid

The Daily Record Company Print, Baltimore, Md.

Received for Record 22 day of Sept 1936 at 3 o'clock PM and same day recorded in Liber W.M.B. No. 24, Fol. 65, Land Records of Anne Arundel County, Frank A. Munroe Clerk. Not paid

In the Matter of the Sale of : No. 7257 Equity.
the Mortgaged Real Estate of : In the Circuit Court
John Blunt and Cathrene Blunt : for Anne Arundel County.
his wife.

Statement of Mortgage Debt.

Balance due on Mortgage from John Blunt and Cathrene Blunt, his wife, dated the 12th day of February in the year 1926 and recorded among the land record books of Anne Arundel County in Liber W.M.B. No. 24 folio 63.....	$450.00
Interest due November 12, 1934, balance.....	1.75
Interest due May 12, 1935, balance.....	6.75
Interest due November 12, 1935, balance.....	6.75
Interest due May 12, 1936.....	13.50
Interest from May 12, 1936 to October 20, 1936..	11.85
Amount due for Principal and interest.....	$490.60

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 22nd day of September in the year 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney named in mortgage, and made oath in due form of law that the above statement of mortgage claim is true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

F. Wilhelmina Pettibone
Notary Public.

No. 7257 Equity.	In the Matter of the Sale of the Mortgaged Real Estate of John Blunt and Cathrene Blunt, his wife.	Mortgage Claim.	Mr. Clerk: Please file. Eugene P. Childs Atty. named in Mortg. Filed Sept. 22" 1936. EUGENE P. CHILDS Attorney at Law ANNAPOLIS, MD.

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KNOW ALL MEN BY THESE PRESENTS: LIBER 133 PAGE 264

That we Eugene P. Childs as principal and The Metropolitan Casualty Insurance Company of New York, a corporation, organised and existing under and by virtue of the Laws of the Stats of New York, and authorized to do surety business in the State of Maryland, as surety are held bound to the State of Maryland in the full and just sum of One Thousand and 00/100 Dollars ($1,000.00) 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 Heirs, Executors, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th day of October in the year of 1936.

Whereas the above bounden Eugene P. Childs by virtue of the power contained in a mortgage from John Blunt and wife bearing date the 12th day of February ninsteen hundred and twenty six and recorded among the Land of Records of Anne Arundel County, in Liber W. M. B. No. 24 Folio 63, and duly assigned to Eugene P. Childs, Trustee, under date of . . . . . 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 Eugene P. Childs 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.

Eugene P. Childs (SEAL)
Principal

Signed, Sealed and delivered
in the presence of

Attest

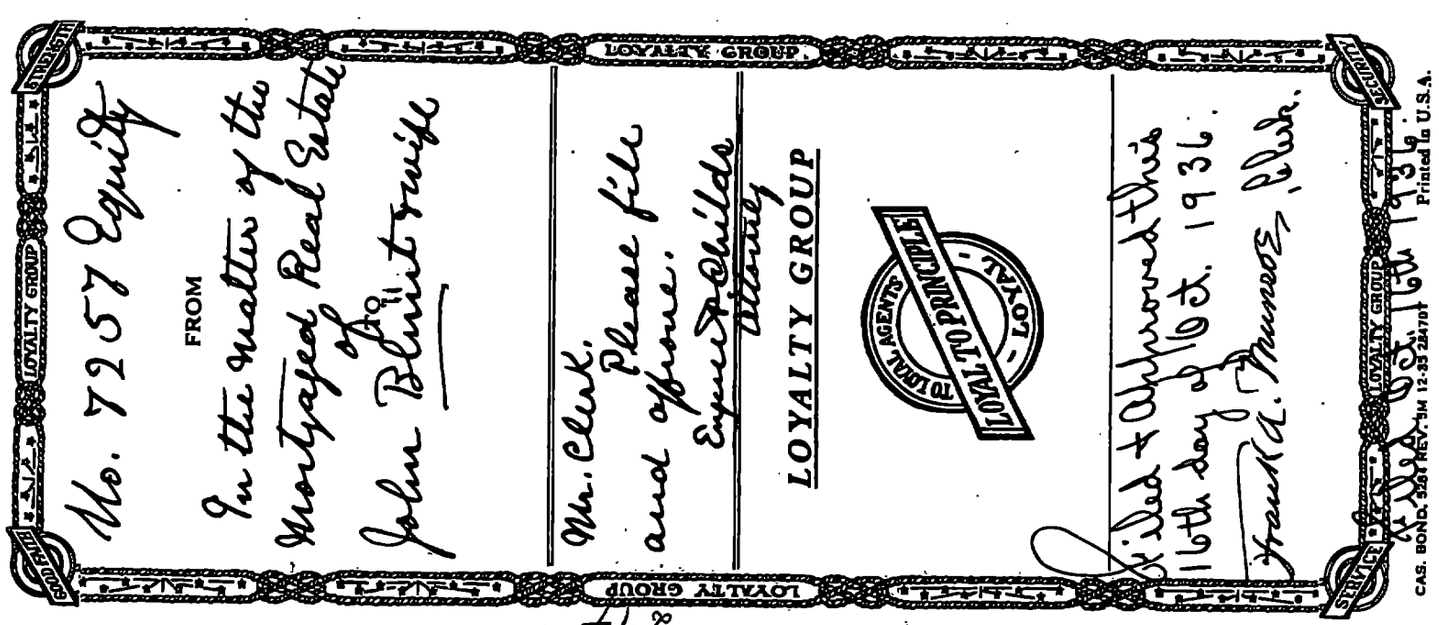
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK (SEAL)

BY
Third Vice President

attest
Assistant Secretary

STATE OF NEW JERSEY)
) SS.
COUNTY OF ESSEX)

On this 9th day of October, 1936, before me personally appeared Thos. A. Smith, Jr., Third Vice-Prssident of The Metropolitan Casualty Insurance Company of New York, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of West Caldwell, County of Essex, and State of New Jersey, that he knows the corporate seal of The Metropolitan Casualty Insurance Company of New York; that the seal affixed to the foregoing instrument is the corporate seal of said Company and was so affixed by the authority of the By-Laws and that by like authority he signsd the same as Third Vice-President. And on the same day and year before me personally appeared James P. Phillips, Assistant Secretary of the said Company, to me known, who, being by me duly sworn, did depose and say that hs resides in the City of East Orange, County of Essex, and State of New Jersey; that he knows the corporate seal of The Metropolitan Casualty Insurance Company of Nsw York; that the seal affixed to the foregoing instrument is the corporats seal of said Company and was so affixed by authority of the By-Laws, and that by like authority he attested the same as Assistant Secretary.



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The Metropolitan Casualty Insurance Company of New York

State of New Jersey
County of Essex } ss:
City of Newark

I, W. J. Whiteside Assistant Secretary of The Metropolitan Casualty Insurance Company of New York, a corporation organized and existing under the Laws of the State of New York, with its principal office in the City of Newark, New Jersey, do hereby certify that the following is a true copy of a resolution adopted by the Executive Committee of the Board of Directors, on March 8, 1935, which resolution was adopted pursuant to authority contained in the By-Laws of said Corporation, and which is now in full force and effect:

"Resolved that all bonds, recognizances, or contracts of indemnity, policies of insurance and all other writings obligatory in the nature thereof, shall be signed by the Chairman of the Board of Directors, or the President, or a Vice-President, or a Second (2nd) Vice-President, or a Third (3rd) Vice-President and shall have the seal of the Company affixed thereto, duly attested by a Secretary, or by an Assistant Secretary, or they may be signed by an Attorney-in-Fact who shall affix the Company seal thereto. All Vice-Presidents, or Second (2nd) Vice-Presidents, or Third (3rd) Vice-Presidents shall each have authority to sign such instruments, whether or not the Chairman of the Board of Directors or the President be absent or incapacitated, and the Secretaries, or Assistant Secretaries shall each have the authority to seal and attest such instruments, whether or not a Secretary be absent or incapacitated."

And I hereby further certify that Thos. A. Smith, Jr. is a Third Vice-President of said Company duly authorized to execute the attached instrument, and was so authorized at the time of its execution and delivery and that James P. Phillips is Assistant Secretary of said Company, and duly authorized to attest the said instrument.

In witness whereof, I have hereunto set my hand and affixed the seal of said Company this 9th day of October, 19 36.

W. J. Whiteside
Assistant Secretary

Subscribed and sworn to before me this
9th day of October, 19 36.

CB 6413 Rev.—1M—3-35 25440L
Justification

Printed in U. S. A.

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Financial Statement

of

LIBER 133 PAGE 267

The Metropolitan Casualty Insurance Company of New York

June 30, 1936

ASSETS		LIABILITIES	
Bonds (Market Value)	$3,492,694.76	Reserve for Unearned Premiums	$2,196,774.50
Stocks (Market Value)	1,910,364.50	Reserve for Unadjusted Losses	4,088,051.01
First Mortgage Loans	1,812,487.98	Reserve for Federal and State Taxes	80,607.79
Real Estate	235,716.67	Commissions on Uncollected Premiums	240,753.39
Cash on Hand and in Bank	172,629.28	All Other Liabilities	104,822.39
Premiums in Course of Collection not Overdue	1,096,196.49	Special Reserve	175,000.00
Interest Accrued	61,322.88	Capital	1,000,000.00
All Other Assets	143,403.02	Surplus	1,038,806.50
	$8,924,815.58		$8,924,815.58

SURPLUS TO POLICYHOLDERS $2,038,806.50

STATE OF NEW JERSEY
COUNTY OF ESSEX } SS.
CITY OF NEWARK

W. J. Whiteside being duly sworn, says: That he is Assistant Secretary of THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, that said Company is a Corporation duly organized, existing and engaged in business as a Surety by virtue of the Laws of the State of New York, and has duly complied with all the requirements of the Laws of said State and of the Laws of the State of Maryland applicable to said Company, and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of August 13, 1894, entitled "An Act Relative to Recognizances, Stipulations, Bonds and Undertakings, and To Allow Certain Corporations To Be Accepted As Surety Thereon," as amended by the Act of Congress of March 23, 1910. That the foregoing, to the best of his knowledge and belief, is a full, true and correct statement of the financial condition of said Company on the 30th day of June, 1936.

Sworn to before me this 9th day of October 1936

W. J. Whiteside
Assistant Secretary.

Cas/Bond 6360—2500—7-36—27091. M23 Printed in U. S. A.

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LIBER 133 PAGE 268

ATTORNEY'S SALE
—OF—
VALUABLE REAL ESTATE
Situated In the Seventh Election District of Anne Arundel County, Near the Village of Churchton

By virtue of a power of sale in a mortgage from John Blunt and wife bearing date the 12th day of February in the year 1926, and recorded among the Land Record books of Anne Arundel County in Liber W. M. B. No. 24 folio 68, default having occurred and at the request of the present Mortgagees, the undersigned Attorney named in mortgage to make sale in case of default, will sell at public auction at the Court House door in the City of Annapolis on

Tuesday, October 20, 1936
AT 11:00 O'CLOCK A. M.

All that lot of ground described in said mortgage as containing one acre of land more or less situated in the Seventh Election District of Anne Arundel County on the road leading from Churchton to Shadyside, and adjoining on the northwest and on the northeast the lands of John Dawson, on the southeast the lands of Charles Smith, and bounded on the southwest by the public road, being the front of said lot.

TERMS OF SALE: A cash deposit of two hundred dollars ($200.00) will be required of the purchaser or purchasers at time of sale, balance of the purchase money with interest from day of sale to be paid in cash on ratification of sale and delivery of deed.

For further particulars,
Apply to
EUGENE P. CHILDS,
Attorney named in Mortgage,
14 Church Circle,
Annapolis, Md.

o-15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

Equity 7257

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1936

We hereby certify, that the annexed Attorney's Sale - John Blunt and wife

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of October, 1936. The first insertion being made the 24th day of Sytember, 1936.

THE CAPITAL-GAZETTE PRESS, INC.

By Adalme S. Moss

No. MG 4457

FILED Nov 24th 1936

In the Matter of the	:	No. 7257 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court for
John Blunt and wife	:	Anne Arundel County

To the Honorable the Judges of said Court.

The report of Eugene P. Childs, Attorney named in Mortgage filed in this proceeding, respectfully shows.

That under and by virtue of a power of sale contained in a Mortgage from John Blunt and wife dated February twelfth Nineteen hundred and twenty six and recorded in W.M.B. No. 24 folio 65, one of the land record books of Anne Arundel County, to make sale of said property therein described in case of default, default having occurred, the said Eugene P. Childs, Attorney named in said Mortgage, after having given bond with approved security and after 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 prerequisites of the Mortgage and of the law in such cases made and provided, offered the property in said Mortgage described at public sale at the Court House door in the City of Annapolis, Maryland on Tuesday, October twentieth, Nineteen hundred and thirty-six at 11 o'clock A.M. and then and there sold said property to Frank Blunt at and for the sum of Six hundred and sixty-two dollars and fifty cents ($662.50) he being then and there the highest bidder therefor, said property being described in a Deed from S. Kemp Damson et al to John Blunt and wife dated January twenty-eighth, Nineteen hundred and twenty-one and recorded in W.N.W. No. 56, folio 336 as containing one acre of land more or less.

And the said Attorney further reports that he has received from the purchaser the deposit required by the terms of said sale and has also received the purchaser's agreement to comply

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with the terms of sale which terms are as follows:

Terms of Sale: A cash deposit of two hundred dollars ($200.00) will be required of the purchaser or purchasers at time of sale, balance of purchase money with interest from day of sale to be paid in cash on ratification of sale and delivery of Deed.

Respectfully submitted.

Eugene P. Childs
Attorney named in Mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 20 day of October in the year 1936, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Attorney in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Dorothy M. Trench
Notary Public.

DOROTHY M. TRENCH NOTARY PUBLIC ANNE ARUNDEL CO., MD.

No. 7257 Equity	In the Matter of the Sale of the Mortgaged Real Estate of John Blunt and wife.	Report of the Sale, Purchaser's Agreement and Auctioneer's Certificate	Mr. Clerk: Please file and issue Order Nisi to be published in the ~~Baltimore~~ ~~Sun~~. Eugene P. Childs Attorney named in Mortg. Filed Oct. 20" 1936 Order Nisi Oct. 20" 1936. Order Nov. 24" 1936 EUGENE P. CHILDS Attorney at Law ANNAPOLIS, MD.

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Annapolis, Maryland

ATTORNEY'S SALE
—OF—
VALUABLE REAL ESTATE
Situated In the Seventh Election District of Anne Arundel County, Near the Village of Churchton

By virtue of a power of sale in a mortgage from John Blunt and wife bearing date the 12th day of February in the year 1926, and recorded among the Land Record books of Anne Arundel County in Liber W. M. B. No. 24 folio 68, default having occurred and at the request of the present Mortgagees, the undersigned Attorney named in mortgage to make sale in case of default, will sell at public auction at the Court House door in the City of Annapolis on

Tuesday, October 20, 1936
AT 11:00 O'CLOCK A. M.

All that lot of ground described in said mortgage as containing one acre of land more or less situated in the Seventh Election District of Anne Arundel County on the road leading from Churchton to Shadyside, and adjoining on the northwest and on the northeast the lands of John Dawson, on the southeast the lands of Charles Smith, and bounded on the southwest by the public road, being the front of said lot.

TERMS OF SALE: A cash deposit of two hundred dollars ($200.00) will be required of the purchaser or purchasers at time of sale, balance of the purchase money with interest from day of sale to be paid in cash on ratification of sale and delivery of deed.

For further particulars,
Apply to
EUGENE P. CHILDS,
Attorney named in Mortgage,
14 Church Circle,
Annapolis, Md.

o-15

This is to certify that I have this _____ day of October in the year 1936, sold the property situated in the Seventh Election District of Anne Arundel County and more particularly described by the attached advertisement to Frank Blunt at and for the sum of Six hundred and sixty-two dollars and fifty cents ($662.50) he being then and there the highest bidder therefor.

Asa A. Joyce
Auctioneer

Witness: Dorothy M. Trench

Annapolis, Maryland

I hereby certify that I have this _____ day of October in the year 1936, purchased from Eugene P. Childs, Attorney, the property situated in the Seventh Election District of Anne Arundel County and described more particularly by the attached advertisement, at and for the sum of Six hundred and sixty-two dollars and fifty cents ($662.50) and do hereby agree to comply with the terms of sale.

William J. Blunt

Witness: Dorothy M. Trench

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In the Matter of the	:	No. 7257 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court for
John Blunt and wife	:	Anne Arundel County

Ordered this 20th day of October, 1936, that the Sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of November 1936 next; provided, a copy or the Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November 1936 next.

The report states that the amount of sale to be $662.50.

Frank A. Munroe (CLERK)

Ordered by the Court, this 24th day of November 1936, 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 to the Auditor.

Lennard R. Clark
Judge

15

LIBER 133 PAGE 273

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1936.

We hereby certify, that the annexed

O. N. - Sale - Blunt

7257 - Eq.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 21st day of November, 1936. The first insertion being made the 22nd day of October, 1936.

THE CAPITAL-GAZETTE PRESS, INC.

By N. L. Shangs

No. MG 4551

16

FILED: Nov. 24th 1936

ORDER NISI

In the Circuit Court for Anne Arundel County.

No. 7257 Equity.

In the Matter of the Sale of the Mortgaged Real Estate of John Blunt and wife.

Ordered, this 20th day of October, 1936, that the sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

21ST DAY OF NOVEMBER, 1936.

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November, 1936, next.

The report states that the amount of sales to be $962.50.

FRANK A. MUNROE Clerk.

True Copy

Test: FRANK A. MUNROE Clerk.

n-5

In the Case of

Sale of the
In the Matter of the Mortgaged Real Estate of

John Blunt and Wife

vs.

In the
Circuit Court
For
Anne Arundel County

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Noah A. Hillman
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John Blunt and Wife in ac.

To Attorney for fee named in Mortgage	$ 50	00		
To Attorney for his Commissions	42	12	$ 92	12
To Attorney for Court Costs, viz:				
" Plaintiff's Solicitor's Appearance fee	10	00		
" Clerk of Court, costs	12	60		
" Clerk of Court, assignment		75		
" Auditor	9	00	Pd. 2/5/37 M.A.H. 32	35
To Attorney for Expenses, viz:				
" Capital-Gazette Press, advertising sale	21	00		
" Capital-Gazette Press, Order Nisi on Sale	5	00		
" Capital-Gazette Press, Order Nisi on Aud. Acct.	5	00		
" Asa A. Joyce, Auctioneer	10	00		
" Wm. W. Townshend, Jr., Agent, bond premium	10	00		
" F. Wilhelmina Pettebone, Notary Public		50		
" Dorothy M. Trench, Notary Public		50	52	00
Committee of Benjamin Watts, Lunatic, To Eugene P. Childs, Mortgagee, on account of Mortgage Claim, adjusted			488	64
			$ 665	11
Amount of Mortgage Claim, per statement	$ 493	15		
Amount allowed on account of Mortgage Claim	488	64		
This Balance, subject to decree in personam	$ 4	51		

18

with Eugene P. Childs, Attorney Cr.

1936				
October	20	Proceeds of Sale	$ 662 50	
		Interest	2 61	$ 665 11
				$ 665 11

19

ORDER NISI

LIBER 133 PAGE 277

In the Matter of the Sale of the Mortgaged Real Estate of John Blunt & Wife

VERSUS

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 7257 Equity.

ORDERED, This 10th day of February, 1937, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

Frank A. Munroe, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of October, 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 OCT -6 PM 3:20

Benjamin Hickerson
Judge.

50

LIBER 133 PAGE 278

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

ORDER NISI

In the Circuit Court for Anne Arundel County.

No. 7257 Equity

In the Matter of the Sale of the Mortgaged Real Estate of John Blunt and wife.

Ordered, this 10th day of February, 1937, that the report and account of the Auditor, filed this day in the above entitled cause, be ratified and confirmed, unless cause to the contrary be shown on or before the

15TH DAY OF MARCH, NEXT.

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of March, next.

FRANK A. MUNROE, Clerk.

True Copy,

Test: FRANK A. MUNROE, Clerk.

f-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1937

We hereby certify, that the annexed Order Nisi - Auditor's Account - Equity 7257 John Blunt and wife

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 15th day of March, 1937. The first insertion being made the 11th day of February, 1937.

FILED

1961 OCT -5 PM 1:31

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 869

By Adaline S. Moss

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LIBER 133 PAGE 279

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
	*	(In Equity)
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	No. 14,423

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

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 Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to the Leeds Federal Savings and Loan Association, dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1387, folio 439 etc..

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage.

FILED

1961 JUN -2 AM 11:03

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46020

BOOK 1387 PAGE 439

LIBER 133 PAGE 280

No. 14423 Equity

THIS MORTGAGE, Made this 27th day of April in the year one thousand nine hundred ~~fifty~~ sixty, by and between Artemis W. Ratcliff and Imogene L. Ratcliff, his wife - parties of the first part, of - - - -Anne Arundel County- - - , State of Maryland, Mortgagors and the Leeds Federal Savings and Loan Association, a body corporate, duly incorporated, of the second part.

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of -SIXTEEN THOUSAND NINE HUNDRED DOLLARS ($16,900.00) - - - - - - - - - - - - - which sum of money is to be loaned and advanced for the construction of improvements upon the land firstly described herein, the improvements to consist of a One (1) story brick dwelling with cellar - to be built in accordance with the plans and specifications furnished by the parties of the first part to the said party of the second part, the whole mortgage debt, the said Mortgagors hereby covenant and agree to repay unto the said party of the second part at the expiration of four (4) months from the date hereof; with interest in the meantime at the rate of- - -six percentum (6%) - - - - - per annum on the whole of said principal sum, which has been advanced or which is to be advanced; the said principal sum of money is to be loaned and advanced by the party of the second part in the following installments, that is to say:

FIRST PAYMENT: $ 2535.00 when the footings and the foundation have been completed and the first floor joists are in place.

SECOND PAYMENT: $ 3380.00 when all brick work has been completed to the second floor, the second floor joists are in place and the window frames have been installed.

THIRD PAYMENT: $ 3380.00 when the roof, cornice and gables have been completed, all window frames and door frames installed and the plumbing, heating and electrical work has been roughed in.

FOURTH PAYMENT: $ 4225.00 when the cellar floor and porch or porches have been poured and troweled to a permanent finish, the heating plant installed, and the walls and ceilings have been plastered and white coated to a permanent finish.

FIFTH PAYMENT: $3380.00 when the house is completed in accordance with the plans and specifications submitted, and after the Leeds Federal Savings and Loan Association has been furnished with a release of labor and material liens in acceptable form to the said Association.

MAY 2 1960

MAY 2 1960

FILED

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"PLAINTIFFS' EXHIBIT No 1"

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It is covenanted and agreed that each of the aforesaid installments or payments shall be advanced only after inspection and approval of the construction has been made by the party of the second part, and in case it shall develop upon such inspection that the construction does not conform to the plans and specifications which are submitted by the borrower along with their application for the herein described loan or to the construction requirements herein agreed to (either as to quality of material or workmanship) then in that event the Leeds Federal Savings and Loan Association may withhold payment of any one of the installment payments hereinbefore provided for until such time as the deficiency of such construction shall have been properly corrected to the satisfaction of the Leeds Federal Savings and Loan Association.

WHEREAS the said parties of the first part further covenant and agree to complete the building in all details which shall be in strict accordance with the plans and specifications above mentioned and with all municipal, county and state statutes, rules, regulations and codes within four (4) months from the date hereof, said work and construction to be commenced immediately upon the execution of these premises but not before the recording of this mortgage; and

WHEREAS the said parties of the first part, for themselves, their heirs and assigns, hereby covenant and agree with the said party of the second part, its successors and assigns, that in the event that the parties of the first part shall cease to own the property hereby mortgaged; or to have the same estate as they now hold in said property by either voluntary or involuntary alienation, or in any other manner or if the party of the second part is dissatisfied with the progress of the building operations, of which it shall be the sole judge or if the said building is not constructed strictly in accordance with the plans and specifications submitted with the application, or if a rereceiver shall be appointed for the said parties of the first part or any application made for a receiver or if the property shall become involved in litigation or if the said parties of first part shall allow or suffer any lien for labor or material or both or incumbrance of any kind other than this mortgage to be placed or entered against the property hereinafter described prior to the payment of any one or more of the installments by the said party of the second part to the said parties of the first part, then in that event, the whole sum of money due and owing shall immediately become due and payable and the said

party of the second part shall be relieved from any obligation to make any further payments of installments of said mortgage debt, as above provided and the amount advanced by the said party of the second part to the said parties of the first part be not paid on demand, then this mortgage may be foreclosed as is hereinafter provided for, and it is further agreed that the improvements to be erected on said land shall be completed by the said parties of the first part within four (4) months from the date hereof, or if the parties of the first part fail to maintain substantial operations in erection of said improvements for a period of ten (10) consecutive days, such failure to start or maintain said operation, shall constitute a default in this mortgage and the party of the second part shall thereupon at its option, be relieved from any obligation to continue to make the further payments or advances as above provided, and the whole sum of money advanced up to the time of said default, together with interest, shall immediately become due and payable, and such default shall render this mortgage liable to foreclosure at the option of the party of the second part, in the same manner as any other default in said mortgage, and

WHEREAS it is further understood and agreed that the payment of advances to be made under this mortgage are to be made only to the said parties of the first part and not to any other party or parties and that the said party of the second part shall not be liable for the payment of any of the said funds to anyone other than the said parties of the first part and in accordance with the above schedule and that the funds herein provided to be advanced shall not be subject to an attachment against the said parties of the first part and upon attachment being laid in the hands of the said party of the second part for said funds or any portion thereof all advances already made shall immediately become due and payable with interest to the said party of the second part and it shall be relieved, at its option from the obligation to make any further advances herein provided for, and

It is agreed and understood by and between the parties hereto, that no waiver by the party of the second part of any breach of any of the provisions hereof, at any time shall operate as a waiver of the provisions hereof and the said parties of the first part bind themselves, their heirs and assigns hereby.

WHEREAS it is further understood and agreed that the said party of the second part, at any time before maturity or before default hereunder, will re-

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lease from the legal operation and effect of this mortgage the house to be built with the lot upon which said house is to be built, as above mentioned, upon payment to it of the sum of -SIXTEEN THOUSAND NINE HUNDRED DOLLARS ($16,900.00)- - - - - - - together with any additional interest that has accrued thereon or the payment of the sum advanced together with any additional interest that has accrued thereon, under the terms of this mortgage, together with a prepayment fee of ninety (90) days' interest at six percentum (6%) beyond the date of such payment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises, and of the sum of One Dollar ($1.00) the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns all that lots of ground, situate and lying in Anne Arundel County, - - - - - - - - - - State of Maryland and described as follows:

Lot numbered twenty-two (22), fronting 100 feet on the north west side of Willow Lane, as shown on Plat No. 2 of Beacon Hill, which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 29.

BEING the same lot of ground and premises which, by deed dated April 25, 1960 and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Edward S. Corcoran and wife unto Artemis W. Ratcliff and wife, the Mortgagors herein.

Together with the rigt in common with others to use Shipsview Road as laid out forty feet wide and the roads with which it communicates as shown on said Plat No. 2 of Beacon Hill.

Together with the right of use in common with others to whom such right may be given by the Parties of the First Part of a twenty five feet wide bathing beach on the shore of the Chesapeake Bay and a twenty five feet wide footway leading to said beach from Shipsview Road over Lot No. 6 and adjoining Lot No. 5 at the division line between Lot No.5 and Lot No. 6. Together with the right of use in common with others to whom that right may be given by the Parties of the First Part of an additional one hundred feet of beach on said Bay as designated by the Parties of the First Part and also such additional beach area as may be designated from time to time.

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

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

AND it is a special covenant of this mortgage, that, together with and in addition to, the payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee, the taxes and special assessments levied or to be levied against the premises covered by this mortgage and the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee, the estimated premium or premiums for such insurance, taxes and assessments shall be paid one month prior to the date when such premium or premiums, taxes and assessments will become delinquent.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee; its successors or assigns; and in the case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its

Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns, or wherein the Mortgagee, its successors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance

premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly interest installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) ~~that should twenty percent (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at~~

~~six percent (6%) beyond the date of payment on the amount so prepaid.~~ It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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

AND the said Mortgagors in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described mortgaged property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or- - -Edward J. Brannan - - - - - - - , its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of -Two Hundred ($200.00) - - - - - - Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission

10

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.

TEST:

Artemis W. Ratcliff (SEAL)
Artemis W. Ratcliff

Imogene L. Ratcliff (SEAL)
Imogene L. Ratcliff

_____ (SEAL)

Edward J. Brannan _____ (SEAL)
Edward J. Brannan

STATE OF MARYLAND, ANNE ARUNDEL COUNTY ~~CITY OF BALTIMORE~~, to wit:

I HEREBY CERTIFY, That on this 27th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County ~~Baltimore City~~ aforesaid, personally appeared Artemis W. Ratcliff and Imogene L. Ratcliff, his wife - and they each acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared - -Robert W. Bratton - - - - - - - - - President of the within named Corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Rec'd for record May 2, 1960 at 11:42 A.M.
Mailed to Edward J. Brannan

Edward J. Brannan, Notary Public.

21.00

10

LIBER 133 PAGE 289

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	Docket No. 19, Folio 380
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	Case No. 14,423

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife, dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1387, folio 439 etc..

Original Amount of Loan	$ 16,900.00
Paid on Account	- - - -
	$ 16,900.00
Interest to 6/29/61	512.52
	$ 17,412.52
Overdrawn Expense Acct.	90.96
	$ 17,503.48
Credit - Loans in Process Account	3,380.00
Total	$ 14,123.48

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

STATEMENT OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 31st day of May in the year 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

FILED

1961 JUN -2 AM 11:03

11

LIBER 133 PAGE 290

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
	*	Docket No. 19, Folio 380
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	Case No. 14,423

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

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 be 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 31st day of May, 1961.

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

FILED
1961 JUN -2 AM 11:03

12

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55)

LIBER 11 PAGE 15

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 133 PAGE 291

No. 14,423 Eq

Edward J. Brannan, Attorney named in the Mortgage

vs

Artemis W. Ratcliff and Imogene L. Ratcliff, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand and 00/100 - - - - - - - - - - - - - - - Dollars ($15,000.00), 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 31st day of May, in the year of our Lord, nineteen hundred and sixty one.

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to Leeds Federal Savings and Loan Association bearing date the 27th day of May, 1951 and recorded among the Land Records of Anne Arundel County in Liber No. GTC-1387 Folio 439 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shields, Attorney-in-fact

L. L. Freeing
Witness to Surety

FILED

1961 JUN -2 AM 11:09

Bond approved this 2nd day of June, 1961

George T. Cromwell, Clerk

13

LIBER 133 PAGE 292

Edward J. Brannan Attorney Named in Mortgage	* *	IN THE CIRCUIT COURT
	* *	FOR
vs.	* *	ANNE ARUNDEL COUNTY
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	* *	(In Equity)
	* *	14,423 Equity

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1387, folio 439 etc., from Artemis W. Ratcliff and Imogene L. Ratcliff, 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 Maryland Gazette, newspaper published in Anne Aruhdel 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 30th day of June, 1961 at 1 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 Arundel Home Finance Corporation, at and for the sum of Fifteen Thousand Eight Hundred Dollars ($15,800.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

FILED

1961 JUL -3 AM 9:54

15

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby Certify, That on this 1st. day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

Witness my hand and Notarial Seal.

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

EDWARD J. BRANNAN,
Solicitor
541 Equitable Bldg.,
Baltimore, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

(partially constructed)
Situate on Willow Lane between Shipsview & Beacon Hill Rds.
BEACON HILL
Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to the Leeds Federal Savings and Loan Association, dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1387, folio 439 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

Friday, June 30, 1961 at 1 O'Clock P.M.

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

Lot numbered twenty-two (22), fronting 100 feet on the north west side of Willow Lane, as shown on Plat No. 2 of Beacon Hill; which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 29.

The improvements consist of a partially constructed One (1) Story Brick Dwelling with cellar.

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 purchaser.

TAXES and all other expenses, including Maintenance charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
ATTY. Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers
Ju-29

16.

LIBER 133 PAGE 294

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	Docket No._____, Folio _____
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	Case No. 14423

* * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on the 30th day of June, 1961, he sold at public auction, for the highest price obtainable, to Arundel Homes Finance Corporation, the following described property:

Lot numbered twenty-two (22), fronting 100 feet on the north west side of Willow Lane, as shown on Plat No. 2 of Beacon Hill, which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 29, at and for the price of Fifteen Thousand Eight Hundred (15800.00)

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

E.T.NEWELL & CO., INC.

WITNESS:

Harry C. Miller

BY: [illegible] 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 Fifteen Thousand Eight Hundred Dollars (15800.00).

Witness, the hands and seals of the said purchasers.

TEST:

Edward J. Brannan

Arundel Homes Finance Corporation (SEAL)

[illegible] (SEAL)

FILED

1961 JUL -3 AM 9:54

14

ORDER NISI

LIBER 133 PAGE 295

EDWARD J. BRANNAN, Attorney Named in Mortgage

versus

ARTEMIS W. RATCLIFF and IMOGENE L. RATCLIFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,423 Equity

Ordered, this 3rd day of July, 1961, 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 7th 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 7th day of August next.

The report states that the amount of sale was $ 15,800.00

FILED 1961 JULY 3 AM 9:54

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

EDWARD J. BRANNAN, Attorney named in Mortgage

versus

ARTEMIS W. RATCLIFF and IMOGENE L. RATCLIFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 8th day of August, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1961 AUG -8 PM 12:01

17

EDWARD J. BRANNAN,
Solicitor
541 Equitab' 'dg.,
Baltimore, L yland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

(partially constructed)
Situate on Willow Lane between Shipsview & Beacon Hill Rds.
BEACON HILL
Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to the Leeds Federal Savings and Loan Association, dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1387, folio 439 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

Friday, June 30, 1961 at 1 O'Clock P.M.

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

Lot numbered twenty-two (22), fronting 100 feet on the north west side of Willow Lane, as shown on Plat No. 2 of Beacon Hill, which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 22, folio 29.

The improvements consist of a partially constructed One (1) Story Brick Dwelling with cellar.

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 per centum (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 purchaser.

TAXES and all other expenses, including Maintenance charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
ATTY. Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers
Ju-29

No. 18

14,423

OFF 5 OF

Maryland Gazette

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

LIBER 133 PAGE 296

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed

Mortgage Sales

Artemis W. Ratcliff
"Beacon Hill"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of June, 1961. The first insertion being made the 8th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
By Anne Cates

FILED
1961 JUL -3 PM 3:55

ADD'L BOND

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 14,423 Equity

LIBER 133 PAGE 297

LIBER 11 PAGE 62

Edward J. Brannan, Attorney named in the Mortgage

vs.

Artemis W. Radcliff and Imogene L. Radcliff, his wife

BOND OF attorney

TO SELL real estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan

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 Eight Hundred and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 800.00), 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 July, in the year of our Lord, nineteen hundred and sixty-one

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Artemis W. Radcliff & Imogene L. Radcliff, his wife to Leeds Federal Savings and Loan Association bearing date the 27th day of April, 19 60 and recorded among the Land Records of Anne Arundel County in Liber No. GTC1387 Folio 439 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 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.

1961 JUL 19 PM 4:12 FILED

Signed, sealed and delivered in the presence of

Lorraine S. Brannan

Lorraine S. Brannan

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shields, Attorney-in-fact

B. L. Bolling

B. L. Bolling, Witness to Surety

Bond approved this 19 day of July, 1961

George T. Cromwell, Clerk

19

LIBER 133 PAGE 298

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,423 Equity
EDWARD J. BRANNAN, Attorney Named in Mortgage
versus
ARTEMIS W. RATCLIFF and IMOGENE L. RATCLIFF, his wife

Ordered, this 3rd day of July, 1961. 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 7th 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 7th day of August next.

The report states that the amount of sale was $15,300.00

GEORGE T. CROMWELL, Clerk

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

OFFICE

Maryland Gazette

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 14,423
Sale

Artemis W. Ratcliff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of August, 1961. The first insertion being made the 6th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21963 1961 AUG -2 PM 12:15 By H. Tilghman

20

In the Case of

LIBER 133 PAGE 299

Edward J. Brannan,
Attorney named in Mortgage
vs.
Artemis W. Ratcliff
and
Imogene L. Ratcliff, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,423 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

August 23, 1961

FILED

1961 AUG 30 AM 10:54

21

Dr. Edward J. Brannan, Attorney named in Mortgage vs. Artemis W. Ratcliff and Imogene L. Ratcliff, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	506	98	706	98
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	35	00		
Auditor - stating this account	18	00	63	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		
The Sun - advertising sale	28	50		
U.S. Fidelity & Guaranty Co.-bond premiums	63	20		
E.T. Newell & Co.,Inc. -auctioneer's fee	455	00		
Marguerite E. Wolf - notary fees	1	50	639	96
To Leeds Federal Savings and Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	14,123	48		
Interest thereon @ 6% from 6/29/61 to 9/30/61 - 3 months 1 day	214	20	14,337	68
To The J. F. Johnson Lumber Company, - this balance on account Mechanics Lien claim filed (Order 8/22/61)	172	63	172	63
			15,920	25
Amount of Mechanics Lien Claim filed	4,570	35		
Interest thereon from 5/2/61 to 9/30/61	114	26		
Court costs	21	50		
	4,706	11		
Cr. Amount allowed above	172	63		
Balance due	4,533	48		

22

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1961						
June	30	Proceeds of Sale	15,800	00		
		Interest on deferred payment of $15,300.00 to 8/9/61	99	45	15,899	45
		Refund 1961 State and County taxes- six months	20	80	20	80
					15,920	25

x-3

ORDER NISI

LIBER 133 PAGE 302

Edward J. Brannan,

Attorney named in Mortgage

VERSUS

Artemis W. Ratcliff

and

Imogene L. Ratcliff, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,423 Equity.

ORDERED; This 30th day of August, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of ~~September~~ 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 9th day of ~~September~~ October next.

FILED 1961 AUG 30 AM 10:54

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of October, 19 61, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 OCT 10 PM 4:27

D. Brian Duckett

24

LIBER 133 PAGE 303

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,423 Equity
EDWARD J. BRANNAN
Attorney Named in Mortgage
VERSUS
ARTEMIS W. RATCLIFF and IMOGENE L. RATCLIFF, his wife

Ordered, this 30th 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 9th 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 9th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,423
Auditor's Account
Artemis W. Ratcliff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

FILED
1961 SEP 28 PM 12:37

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 23089

25

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	* *	(In Equity) No. 14,423

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

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 Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to the Leeds Federal Savings and Loan Association, dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1387, folio 476 etc..

Edward J. Brannan

Edward J. Brannan
Attorney Named in Mortgage

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BOOK 1387 PAGE 476 LIBER 133 PAGE 305

No. 14,425 Equity

THIS MORTGAGE, Made this 27th day of - April - - - in the year one thousand nine hundred ~~sixty~~ sixty , by and between Artemis W. Ratcliff and Imogene L. Ratcliff, his wife - parties of the first part, of -Anne Arundel County - - - - - -, State of Maryland, Mortgagors and the Leeds Federal Savings and Loan Association, a body corporate, duly incorporated, of the second part;

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WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of -FOURTEEN THOUSAND FOUR HUNDRED DOLLARS ($14,400.00) - - - - - - - - - - - - - which sum of money is to be loaned and advanced for the construction of improvements upon the land firstly described herein, the improvements to consist of a One (1) story brick dwelling with cellar - to be built in accordance with the plans and specifications furnished by the parties of the first part to the said party of the second part, the whole mortgage debt, the said Mortgagors hereby covenant and agree to repay unto the said party of the second part at the expiration of four (4) months from the date hereof; with interest in the meantime at the rate of- -six percentum (6%) - - - - - - per annum on the whole of said principal sum, which has been advanced or which is to be advanced; the said principal sum of money is to be loaned and advanced by the party of the second part in the following installments, that is to say:

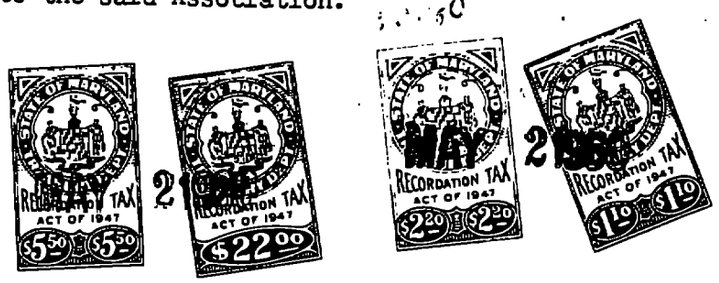
FIRST PAYMENT : $2160.00 when the footings and the foundation have been completed and the first floor joists are in place.

SECOND PAYMENT: $2880.00 when all brick work has been completed to the second floor, the second floor joists are in place and the window frames have been installed.

THIRD PAYMENT: $2880.00 when the roof, cornice and gables have been completed, all window frames and door frames installed and the plumbing, heating and electrical work has been roughed in.

FOURTH PAYMENT: $3600.00 when the cellar floor and porch or porches have been poured and troweled to a permanent finish, the heating plant installed, and the walls and ceilings have been plastered and white coated to a permanent finish.

FIFTH PAYMENT: $2880.00 when the house is completed in accordance with the plans and specifications submitted, and after the Leeds Federal Savings and Loan Association has been furnished with a release of labor and material liens in acceptable form to the said Association.



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"PLAINTIFFS' EXHIBIT No 1"

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It is covenanted and agreed that each of the aforesaid installments or payments shall be advanced only after inspection and approval of the construction has been made by the party of the second part, and in case it shall develop upon such inspection that the construction does not conform to the plans and specifications which are submitted by the borrower along with their application for the herein described loan or to the construction requirements herein agreed to (either as to quality of material or workmanship) then in that event the Leeds Federal Savings and Loan Association may withhold payment of any one of the installment payments hereinbefore provided for until such time as the deficiency of such construction shall have been properly corrected to the satisfaction of the Leeds Federal Savings and Loan Association.

WHEREAS the said parties of the first part further covenant and agree to complete the building in all details which shall be in strict accordance with the plans and specifications above mentioned and with all municipal, county and state statutes, rules, regulations and codes within four (4) months from the date hereof, said work and construction to be commenced immediately upon the execution of these premises but not before the recording of this mortgage; and

WHEREAS the said parties of the first part, for themselves, their heirs and assigns, hereby covenant and agree with the said party of the second part, its successors and assigns, that in the event that the parties of the first part shall cease to own the property hereby mortgaged; or to have the same estate as they now hold in said property by either voluntary or involuntary alienation, or in any other manner or if the party of the second part is dissatisfied with the progress of the building operations, of which it shall be the sole judge or if the said building is not constructed strictly in accordance with the plans and specifications submitted with the application, or if a rereceiver shall be appointed for the said parties of the first part or any application made for a receiver or if the property shall become involved in litigation or if the said parties of first part shall allow or suffer any lien for labor or material or both or incumbrance of any kind other than this mortgage to be placed or entered against the property hereinafter described prior to the payment of any one or more of the installments by the said party of the second part to the said parties of the first part, then in that event, the whole sum of money due and owing shall immediately become due and payable and the said

party of the second part shall be relieved from any obligation to make any further payments of installments of said mortgage debt, as above provided and the amount advanced by the said party of the second part to the said parties of the first part be not paid on demand, then this mortgage may be foreclosed as is hereinafter provided for, and it is further agreed that the improvements to be erected on said land shall be completed by the said parties of the first part within four (4) months from the date hereof, or if the parties of the first part fail to maintain substantial operations in erection of said improvements for a period of ten (10) consecutive days, such failure to start or maintain said operation, shall constitute a default in this mortgage and the party of the second part shall thereupon at its option, be relieved from any obligation to continue to make the further payments or advances as above provided, and the whole sum of money advanced up to the time of said default, together with interest, shall immediately become due and payable, and such default shall render this mortgage liable to foreclosure at the option of the party of the second part, in the same manner as any other default in said mortgage, and

WHEREAS it is further understood and agreed that the payment of advances to be made under this mortgage are to be made only to the said parties of the first part and not to any other party or parties and that the said party of the second part shall not be liable for the payment of any of the said funds to anyone other than the said parties of the first part and in accordance with the above schedule and that the funds herein provided to be advanced shall not be subject to an attachment against the said parties of the first part and upon attachment being laid in the hands of the said party of the second part for said funds or any portion thereof all advances already made shall immediately become due and payable with interest to the said party of the second part and it shall be relieved, at its option from the obligation to make any further advances herein provided for, and

It is agreed and understood by and between the parties hereto, that no waiver by the party of the second part of any breach of any of the provisions hereof, at any time shall operate as a waiver of the provisions hereof and the said parties of the first part bind themselves, their heirs and assigns hereby,

WHEREAS it is further understood and agreed that the said party of the second part, at any time before maturity or before default hereunder, will re-

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lease from the legal operation and effect of this mortgage the house to be built with the lot upon which said house is to be built, as above mentioned, upon payment to it of the sum of - - -FOURTEEN THOUSAND FOUR HUNDRED DOLLARS ($14,400.00) - - - - - - - - together with any additional interest that has accrued thereon or the payment of the sum advanced together with any additional interest that has accrued thereon, under the terms of this mortgage, together with a prepayment fee of ninety (90) days' interest at six percentum (6%) beyond the date of such payment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises, and of the sum of One Dollar ($1.00) the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns all that lots of ground, situate and lying in Anne Arundel County - - - - - - - - - - - State of Maryland and described as follows:

That part of Lot No. 59 as shown on the Plat of Tydings Farm dated December, 1920, Plat Book No. I, Section 3, Folio 230, which lies between Chesapeake Road as shown on said Plat and a line drawn parallel to Chesapeake Road as shown on said Plat and 200 feet westerly therefrom; being more fully described as facing 100 feet on Chesapeake Road with a depth in a westerly direction of 200 feet. Right is given to the parties of the Second Part to the use in common with others to whom this right may be given by the Parties of the First Part of a twelve and one-half feet footway to the waters of the Chesapeake Bay on Lot No. 19, following the division line of Lots 18 and 19.

BEING the same lot of ground and premises which, by deed dated April 25, 1960 and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Edward S. Corcoran and wife unto Artemis W. Ratcliff and wife, the Mortgagors herein.

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

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

AND it is a special covenant of this mortgage, that, together with and in addition to, the payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee, the taxes and special assessments levied or to be levied against the premises covered by this mortgage and the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee, the estimated premium or premiums for such insurance, taxes and assessments shall be paid one month prior to the date when such premium or premiums, taxes and assessments will become delinquent.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee; its successors or assigns; and in the case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its

Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns, or wherein the Mortgagee, its successors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance

premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly interest installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) ~~that should twenty percent (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at~~

~~six percent (6%) beyond the date of payment on the amount so prepaid.~~ It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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

AND the said Mortgagors in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described mortgaged property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or -Edward J. Brannan - - - - - - - - , its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of -Two Hundred ($200.00) - - - - - - - Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission

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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.

TEST:

Artemis W. Ratcliff (SEAL)
Artemis W. Ratcliff

Imogene L. Ratcliff (SEAL)
Imogene L. Ratcliff

_____ (SEAL)

Edward J. Brannan _____ (SEAL)
Edward J. Brannan

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 27th day of April, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore City~~ Anne Arundel County aforesaid, personally appeared Artemis W. Ratcliff and Imogene L. Ratcliff, his wife - and they each acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared - - -Robert W. Bratton - - - - - - - - - President of the within named Corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Edward J. Brannan
Edward J. Brannan, Notary Public.

Rec'd for record May 2, 1960 at 12:38 P.M.
Mailed to Edward J. Brannan

BOOK 1387 PAGE 485

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LIBER 133 PAGE 314

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	Docket No. 19, Folio 381 Case No. 14,425

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife, dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1387, folio 476 etc..

Original Amount of Loan	$ 14,400.00
Paid on account	- - - -
	$ 14,400.00
Interest to 6/29/61	436.70
	$ 14,836.70
Overdrawn Expense Acct.	57.68
Total	$ 14,894.38

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 31st day of May in the year 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

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LIBER 133 PAGE 315

Edward J. Brannan Attorney Named in Mortgage	*	In The Circuit Court
	*	for
vs.	*	Anne Arundel County
	*	Docket No. 19, Folio 381
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	Case No. 14,425

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

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 knowns 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 31st day of May, 1961.

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

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Judicial 13—Maryland—Mortgagee's or A(y's Bond (1-55) ⊙

LIBER 11 PAGE 16

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 133 PAGE 316

Edward J. Brannan, Attorney
named in the Mortgage

vs

Artemis W. Ratcliff and
Imogene L. Ratcliff, his wife

BOND OF Attorney

TO SELL Real Estate

no. 14,425 Equity

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seventeen Thousand and 00/100 - - - - - - - - - - - - - - - Dollars ($17,000.00), 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 31st day of May , in the year of our Lord, nineteen hundred and sixty-one.

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to Leeds Federal Savings and Loan Association bearing date the 27th day of April , 19 61 and recorded among the Land Records of Anne Arundel County in Liber No. GTC-1387 Folio 476 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Hey

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shelds, Attorney-In-Fact

Witness to Surety

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Bond approved this 2nd day of June 1961

George T. Cromwell

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LIBER 133 PAGE 317

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	(In Equity)
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	No. 14,425 Equity
	*	

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated April 27, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1387, folio 476 etc., from Artemis W. Ratcliff and Imogene L. Ratcliff, 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 date 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 30th day of June, 1961 at 2 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Arundel Home Finance Corporation, at and for the sum of Sixteen Thousand Six Hundred Fifty Dollars ($16,650.00), which said price was the highes amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st. day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf, Notary Public.

EDWARD J. BRANNAN,
Solicitor
541 Equitable Bldg.,
Baltimore, Moryland

Mortgage Sale

OF DESIRABLE NEW FEE SIMPLE PROPERTY

Situate on Chesapeake Road near Annapolis Road
TYDINGS ON THE BAY
Anne Arundel County, Md.

By virtue of and pursuant to the power of sale contained in the mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to the Leeds Federal Savings and Loan Association, dated April 27, 1960, and recorded among the Land Records of Anne Arundel County io Liber G. T. C. No. 1387, folio 476 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

Friday, June 30, 1961 at 2 O'Clock P.M.

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

That part of Lot No. 59 as shown on the Plat of Tydings Farm dated December, 1920, Plat Book No. 1, Section 3, Folio 230, which lies between Chesapeake Road as shown on said Plat and a line drawn parallel to Chesapeakc Road as shown on said Plat aod 200 feet westerly therefrom; being more fully described as facing 100 feet on Chesapeake Road with a depth in a westerly direction of 200 feet.

The aforesaid lot of ground is improved with a NEW one (1) story brick dwelling, containing six (6) rooms, one and one-half (1½) baths, forced air oil heat and car port.

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 purchaser.

TAXES and all other expenses, including Maintenance charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
ATTY. Named in Mortgage
E. T. NEWELL & CO., INC.

LIBER 133 PAGE 319

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Artemis W. Ratcliff and Imogene L. Ratcliff, his wife	*	Docket No. _____, Folio _____ Case No. 14,425

* * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on the 30th day of June, 1961, he sold at public auction, for the highest price obtainable, to Arundel Home Finance Corporation, the following described property:

That part of Lot No. 59 as shown on the Plat of Tydings Farm dated December, 1920, Plat Book No. 1, Section 3, Folio 230, which lies between Chesapeake Road as shown on said Plat and a line drawn parallel to Chesapeake Road as shown on said Plat and 200 feet westerly therefrom; being more fully described as facing 100 feet on Chesapeake Road with a depth in a westerly direction of 200 feet, at and for the price of Sixteen Thousand Six Hundred fifty Dollars ($16650.00).

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

Witness: Harry C. Miller

E. T. NEWELL & CO., INC.

BY: _____ President.

The undersigned Purchasers of the above described property to hereby certify that they bought said property at the auction at and for the price of Sixteen Thousand Six Hundred fifty Dollars ($16650.00)

WITNESS the hands and seals of the said purchasers.

TEST:

Arundel Home Finance Corp.

By _____ (SEAL)

Edward J. Brannan _____ (SEAL)

FILED

1961 JUL -3 AM 9:53

14

ORDER NISI

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

ARTEMIS W. RATCLIFF and
IMOGENE L. RATCLIFF, his wife

LIBER 133 PAGE 320

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,425 Equity

Ordered, this 3rd day of July, 19 61, 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 7th 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 7th day of August next.

The report states that the amount of sale was $ 16,650.00

FILED 1961 JULY 3 AM 9:53

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

ARTEMIS W. RATCLIFF and
IMOGENE L. RATCLIFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of August, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1961 AUG -8 PM 12:01

17

EDWARD J. BRANNAN,
Solicitor
841 Equitable Bldg
Baltimore, Maryl.

Mortgage Sale

OF DESIRABLE NEW FEE SIMPLE PROPERTY

Situate on Chesapeake Road near Annapolis Road
TYDINGS ON THE BAY
Anne Arundel County, Md.

By virtue of and pursuant to the power of sale contained in the mortgage from Artemis W. Ratcliff and Imogene L. Ratcliff, his wife to the Leeds Federal Savings and Loan Association, dated April 27, 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1387, folio 476 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

Friday, June 30, 1961 at 2 O'Clock P.M.

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

That part of Lot No. 59 as shown on the Plat of Tydings Farm dated December, 1920, Plat Book No. 1, Section 3. Folio 230, which lies between Chesapeake Road as shown on said Plat and a line drawn parallel to Chesapeake Road as shown on said Plat and 200 feet westerly therefrom; being more fully described as facing 100 feet on Chesapeake Road with a depth in a westerly direction of 200 feet.

The aforesaid lot of ground is improved with a NEW one (1) story brick dwelling, containing six (6) rooms, one and one-half (1½) baths, forced air oil heat and car port.

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

No. 18

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 purchaser.

TAXES and all other expenses, including Maintenance charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
ATTY. Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers
Ju-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 321

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed

Mortgage Sale

Artemis W. Ratcliff

"Tydings on the Bay"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of June, 1961. The first insertion being made the 8th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
JUL -3 PM 3:55 By [illegible]

LIBER 133 PAGE 322

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,425 Equity

EDWARD J. BRANNAN, Attorney named in Mortgage
versus
ARTEMIS W. RATCLIFF and IMOGENE L. RATCLIFF, his wife wife

Ordered, this 3rd day of July, 1961, 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 7th 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 7th day of August next.

The report states that the amount of sale was $16,650.00.

GEORGE T. CROMWELL, Clerk

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

OFFICE

Maryland Gazette

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 Sale Eq. 14,425 Artemis W. Ratcliff,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of August, 1961. The first insertion being made the 6th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
AUG -2 PM 12:15

No. M. G. 219-498

By H. Tilghman

19

LIBER 133 PAGE 323

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Artemis W. Ratcliff
and
Imogene L. Ratcliff, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,425 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor

August 23, 1961

FILED

1961 AUG 30 AM 10:55

20

Dr. Edward J. Brannan, Attorney named in Mortgage vs. Artemis W. Ratcliff and Imogene L. Ratcliff, his wife

in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	531	28	731	28
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	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	29	20		
U.S. Fidelity & Guaranty Co.- bond premium	68	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	476	25		
Marguerite E. Wolf - notary fees	1	50	671	95
To Leeds Federal Savings and Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	14,894	38		
Interest @ 6% on principal balance of $14,400.00 frim 6/29/61 to 9/30/61 - 3 months 1 day	218	40	15,112	78
To The J. F. Johnson Lumber Company - this balance on account Mechanics' Lien Claim filed (Order 8/22/61)	154	94	154	94
			16,730	45
Amount of Mechanics Lien Claim filed	1,692	34		
Interest from 5/2/61 to 9/30/61	42	30		
Court costs	15	50		
	1,750	14		
Cr. Amount allowed above	154	94		
Balance due	1,595	20		

21

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1961						
June	30	Proceeds of Sale	16,650	00		
		Interest on deferred payment of $16,150.00 to 8/9/61	59	18	16,709	18
		Refund 1961 State and County taxes- 6 months	21	27	21	27
					16,730	45

ORDER NISI LIBER 133 PAGE 326

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

Artemis W. Ratcliff
and
Imogene L. Ratcliff, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,425 Equity

FILED AUG 30 1961 AM 10:55

ORDERED, This 30th day of August, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of ~~September~~ 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 9th day of ~~September~~ October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of October, 19 61, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 OCT 10 PM 4:27

D. Bowie Duckett

23

LIBER 133 PAGE 327

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,425 - Equity
Edward J. Brannan, Attorney named in Mortgage
VERSUS
ARTEMIS W. RATCLIFF and IMOGENE L. RATCLIFF, his wife

Ordered, this 30th 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 9th 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 9th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,425 Auditor Account

Artemis W. Ratcliff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23088 1961 SEP 28 PM 12:37 By H. Tilghman

24

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM RANDOLPH DAY	:	(In Equity) No. 14,343

Mr. Clerk:

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

1. Original Mortgage from said William Randolph Day to Baltimore Federal Savings and Loan Association dated September 14th, 1955 and recorded among the Land Records of Anne Arundel County in LiberG.T.C. No. 965 folio 95.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 APR 25 AM 9:49

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

LIBER 965 PAGE 95

MARYLAND

LIBER 133 PAGE 329

MORTGAGE

THIS MORTGAGE, made this 14th day of September, A. D. 19 55, by and between WILLIAM RANDOLPH DAY

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 FIFTY-SEVEN HUNDRED FIFTY and 00/100 Dollars ($ 5750.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4 1/2%) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Twenty-nine and 14/100 Dollars ($ 29.14), commencing on the first day of November, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 48 Block C on the Plat of Section 1 of Arundel Village Subdivision which plat is recorded among the Land Records of Anne Arundel County in Plat Book 18 Plat 36 and formerly in Cabinet 3 Rod E-5 Plat #8. The improvements thereon being known as 5238 Wasena Avenue.

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 Donald B. Rose and Lillian R. Rose, his wife unto the herein Mortgagor.

FILED

1961 APR 25 AM 9:50

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

10—49890-7

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

36" Magic Chef Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Sixty ($60.00) Dollars payable half-yearly on the 9th days of March and September in each and every year

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

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

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

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

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

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

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

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1-preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the 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

4

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

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

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

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

Witness: John C. Evelius
JOHN C. EVELIUS

William Randolph Day [SEAL]
William Randolph Day

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: LIBER 965 PAGE 99

I HEREBY CERTIFY, That on this 14th day of September, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Randolph Day the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

John C. Evelius
JOHN C. EVELIUS
Notary Public

Rec'd for record Sept. 19, 1955, at 10 AM.
Per George T. Cromwell, Clerk.
Mailed to The Colonial Title Guarantee Co.

Application No. 38505
Written by
Examiner
Approved by
Ready for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
WILLIAM RANDOLPH DAY

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM RANDOLPH DAY

THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,343.

LIBER 133 PAGE 333

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from William Randolph Day

to Baltimore Federal Savings and Loan Association

dated the 14th day of September 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965 Folio 95 .

Amount of Mortgage	$ 5750.00
Less - amount paid on principal	489.41
	5260.59
Plus - interest to 5/10/61	184.17
	5444.76
Plus - overdraft in expense account	150.95
	5595.71

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th 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
1961 APR 25 AM 9:49

Clara M. Link
Clara M. Link Notary Public

6

No. 14,343

LIBER 133 PAGE 334

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th 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 William Randolph Day

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

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1961 APR 25 AM 9:49

7

Mortgagee and Attorney's Bond. 1-369

LIBER 133 PAGE 335

NEW AMSTERDAM CASUALTY COMPANY

LIBER 11 PAGE 34

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

#338681

Equity No. 14,343

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 FIVE THOUSAND SIX HUNDRED AND NO/100 ($5,600.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of June in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William Randolph Day to Baltimore Federal Savings & Loan Association

bearing date the 14th day of September nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 965, Folio 95, and

is about to sell the land and premises described in said Mortgage/ 5238 Wasena Ave., A. A. Co. 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

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

Signed, Sealed and Delivered in the presence of

Clara M. Frith

~~XXXXXXX~~ WITNESS:

S. Alvey

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1961 JUN 21 AM 10 11

Bond approved this 21st day of June, 19 61

George T. Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM RANDOLPH DAY	:	(In Equity)
	:	No. 14,343 Equity

LIBER 133 PAGE 336

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **September 14th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965 folio 95** from said **William Randolph Day** 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 **22nd** day of **June, 1961** at **three P.M.,** attend on the premises and then and there sold the **leasehold** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 48 Block C on the Plat of Section 1 of Arundel Village Subdivision, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 18 folio 36, the improvements whereon are known as No. 5238 Wasena Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 JUN 26 AM 9:24

9

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Randolph Day to Baltimore Federal Savings and Loan Association, dated September 14th, 1955 and recorded among the Laod Records of Anne Arundel County in Liber G.T.C. No. 965 folio 95 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction oo the premises on

THURSDAY, JUNE 22nd, 1961 at three P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Electioo District of Anne Arundel County, Arundel Village, Brooklyn Park Section, and described as follows:

BEING known and designated as Lot No. 48 Block C oo the Plat of Section 1 of Arundel Village Subdivisioo which plat is recorded amoog the Land Records of Anne Arundel County in Plat Book 18 Plat 36 and formerly in Cabinet 3 Rod E-5 Plat No. 8. The improvements thereoo being koown as 5238 Wasena Avenue.

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 reot of $60.00 aod to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a two story brick, group, 1 family dwelling, containiog 5 rooms, 1 bath, forced bot 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 aod all other expenses, including Sanitary District charges, if soy aod 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 Ju-15

LIBER 133 PAGE 337

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 Fifty-two Hundred fifty ($5250.00) Dollars, subject to the payment of an annual ground rent of $60.00, 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 23rd day of June, 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
Clara M. Link, Notary Public

10

ORDER NISI

WALTER S. CALWELL,

Attorney named in Mortgage

versus

WILLIAM RANDOLPH DAY

LIBER 133 PAGE 338

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,343 Equity

Ordered, this 26th day of June, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage

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

The report states that the amount of sale was $ 5,250.00

FILED 1961 JUN 26 AM 9:24

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney named in Mortgage

versus

WILLIAM RANDOLPH DAY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2d day of August, 19 61, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Hitchcock

JUDGE.

FILED

1961 AUG -2 PM 3:47

11

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Randolph Day to Baltimore Federal Savings and Loan Association, dated September 14th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965 folio 95 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JUNE 22nd, 1961 at three P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Arundel Village, Brooklyn Park Section, and described as follows:

BEING known and designated as Lot No. 48 Block C on the Plat of Section 1 of Arundel Village Subdivision which plat is recorded among the Land Records of Anne Arundel County in Plat Book 18 Plat 36 and formerly in Cabinet 3 Rod E-5 Plat No. 8. The improvements thereon being known as 5238 Wasena Avenue.

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 $60.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a two story brick, group, 1 family dwelling, containing 5 rooms, 1 bath, forced hot air gas fired heat.

TERMS OF SALE — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance 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

Ju-15

No. N 961

12

OFFICE OF 14,343

Maryland Gazette

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

LIBER 133 PAGE 339

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed Attorney's Sale William Randolph Day,

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 June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUL -3 PM 3:55

H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 340

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,343

William Randolph Day

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 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. 14,343 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
versus
WILLIAM RANDOLPH DAY

Ordered, this 26th day of June, 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 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.

The report states that the amount of sale was $5,250.00

GEORGE T. CROMWELL, Clerk

True Copy, TEXT:

GEORGE T. CROMWELL, Clerk

Jy-20

FILED

No. M. G. 21934 1961 AUG -2 PM 12:15

13

LIBER 133 PAGE 341

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
William Randolph Day

In the
Circuit Court
For
Anne Arundel County

No. 14,343 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

August 30, 1961

FILED
1961 SEP -5 AM 9:39

15

Dr. Walter S. Calwell, Attorney named in Mortgage vs. William Randolph Day

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	188	63	238	63
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	22	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	3	02		
One-half State documentary stamps	6	05		
Clara M. Link- notary fees	1	25	157	72
To Attorney for Taxes, viz: 1961 State and County taxes - 5 months 22 days	54	34	54	34
To Attorney for Ground Rent, viz: Semi-annual ground rent ($30.00) due 9/9/61 - 3 months 13 days	17	21	17	21
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,763	72	4,763	72
			5,287	62
Amount of mortgage claim filed	5,595	71		
Interest @ 4½% on principal balance of $5,260.59 from 5/10/61 to 10/10/61 - 5 months	98	63		
	5,694	34		
Cr. Amount allowed above	4,763	72		
Balance subject to decree in personam	930	62		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
June	22	Proceeds of Sale	5,250	00		
		Interest on deferred payment to 8/3/61	37	62	5,287	62
					5,287	62

16

ORDER NISI LIBER 133 PAGE 344

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William Randolph Ray

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,343 Equity.

ORDERED, This 5th day of September, 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 9th 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 9th day of ~~September~~ October next.

George T. Cromwell Clerk

FILED 1961 SEP -5 AM 9:39

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 OCT 11 AM 11:50

Matthew S. Evans

17

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 345

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,343 EQUITY

WALTER S. CALWELL, Attorney named in Mortgage

versus

WILLIAM RANDOLPH RAY

Ordered, this 5th day of September, 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 9th day of Octboer oext; Provided a copy of this Order be inserted in some newspaper in Anne Arundel County, once in each of three successive weeks before the 9th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed Order Nisi - Aud Acct Eq 14343

William Randolph Ray

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 SEP 28 PM 12:27

By Marie Tate

No. M. G. 23167

18

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT R. COZZI AND RUBY N. COZZI, HIS WIFE	:	(In Equity)

Equity No. [illegible]

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 Robert R. Cozzi and Ruby N. Cozzi, his wife to Baltimore Federal Savings and Loan Association, dated April 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1285 folio 159.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 MAY -2 AM 10:47

City and County Form.

Equity No. 14,359

BOOK 1285 PAGE 159 LIBER 133 PAGE 347

This Mortgage, Made this 2nd day of April, in the year one thousand, nine hundred and fifty-nine, between ROBERT R. COZZI and RUBY N. COZZI, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of NINE THOUSAND TWO HUNDRED AND 00/100ths ($9,200.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one-half (5½%) per cent per annum in the manner following:

By the payment of FIFTY-SIX AND 50/100ths ($56.50) Dollars, commencing on the first day of June, 1959, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 14, in Block C, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

BEING the same lot of ground which by 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 Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

FILED

1961 MAY -2 AM 10:47

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($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 windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

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

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

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

~~WITNESS the corporate seal of the said Mortgagor and the signature of its Vice President.~~

WITNESS:

James D. Laudeman, Jr.

Robert R. Cozzi (SEAL)
Robert R. Cozzi

(SEAL)

Ruby N. Cozzi (SEAL)
Ruby N. Cozzi

(SEAL)

5

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 2nd day of April, 19 59, before me, a Notary Public of said State, personally appeared Robert R. Cozzi and Ruby N. Cozzi, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) ~~is~~/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX 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.

James D. Lauderman Jr

James D. Lauderman, Jr. Notary Public

13.50

JAMES D. LAUDEMAN, JR. NOTARY PUBLIC BALTIMORE CO., MD.

Rec'd for record April 4, 1959 at 10:26 A.M.
Mailed to Callahan + Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ROBERT R. COZZI AND
RUBY N. COZZI, HIS WIFE

PETITIONER'S EXHIBIT "NO. 1"

LIBER 133 PAGE 351

MILITARY AFFIDAVIT

Docket 19 folio 347

STATE OF MARYLAND, CITY OF BALTIMORE, 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 the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Robert R. Cozzi and Ruby N. Cozzi, 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 MAY -2 AM 10:47

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ROBERT R. COZZI AND

RUBY N. COZZI, HIS WIFE

IN THE

LIBER 133 PAGE 352

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No 14,359

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Robert R. Cozzi and Ruby N. Cozzi, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **2nd** day of **April** 1959, and recorded among

the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1285**

Folio **159** .

Amount of Mortgage	$9200.00
Less - amount paid on principal	252.27
	8947.73
Plus - interest to 5/26/61	322.69
	9270.42
Less - balance in expense account	25.85
	9244.57

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **27th** 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

1961 MAY -2 AM 10:47

Clara M. Link

Clara M. Link Notary Public

Mortgagee and Attorney's Bond.

I-369

LIBER 133 PAGE 353

LIBER 11 PAGE 32

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

#338682

Equity No. 14,359

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 NINE THOUSAND THREE HUNDRED AND NO/100 ($9,300.00) - - - - - - - - - - - - - - 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 19th day of June 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 Robert R. Cozzi and Ruby N. Cozzi, his wife to Baltimore Federal Savings & Loan Association bearing date the 2nd day of April nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1285, Folio 159, and

Lot 14, Block C, Bodkins Plain

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

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

es

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

Signed, Sealed and Delivered in the presence of

Clara M. Fink

~~XXXXXX~~ WITNESS:

S. Alvey

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 21st day of June, 1961

George T. Cromwell, Clerk

FILED

1961 JUN 21 AM 10:10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT R. COZZI AND RUBY N. COZZI, HIS WIFE	:	(In Equity)

No. 14,359 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1285 folio 159 from said Robert R. Cozzi and Ruby N. Cozzi, 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 22nd day of June, 1961 at 3.45 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 14, in Block C, as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale

FILED

1961 JUN 26 AM 9:24

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 Robert R. Cozzi and Ruby N. Cozzi, his wife to Baltimore Federal Savings and Loan Association, dated April 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1285 folio 159 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JUNE 22nd, 1961 at 3.45 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. 14, in Block C, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Dunn Road 7th 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, alleyways, 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 ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat and a car port.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer 7u-15

LIBER 133 PAGE 355

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Eight Thousand ($8000.00) ([redacted]) 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 23rd day of June, 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

10

ORDER NISI

LIBER 133 PAGE 356

WALTER S. CALWELL,
Attorney named in Mortgage

versus

ROBERT R. COZZI and
RUBY N. COZZI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,359 Equity

Ordered, this 26th day of June, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage

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

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

FILED 1961 JUN 26 AM 9:24

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney named in Mortgage

versus

ROBERT R. COZZI and
RUBY N. COZZI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

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

Benjamin Nicholson
JUDGE.

FILED

1961 AUG -2 PM 3:46

11

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Bul'
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Robert R. Cozzi and Ruby N. Cozzi, his wife to Baltimore Federal Savings and Loan Association, dated April 2nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1285 folio 159 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JUNE 22nd, 1961 at 3.45 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. 14, in Block C, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Dunn Road, 7th 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 ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat and a car port.

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

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

Ju-15

No. 12

OFFICE OF 14,359

Maryland Gazette

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

LIBER 133 PAGE 357

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed
Attorney's Sale
Robert R. Cozzi

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 June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

FILED
1961 JUL -3 PM 3:55

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 358

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 1, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq 14,359

Robert R Cozzi

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 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. 14,359 Equity

WALTER S. CALWELL, Attorney named in Mortgage

versus

ROBERT R. COZZI and RUBY N. COZZI, his wife

Ordered, this 26th day of June, 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 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.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-20

FILED

1961 AUG -2 PM 12:15

No. M. G. 21933

13

In the Case of

LIBER 133 PAGE 359

Walter S. Calwell,
Attorney named in Mortgage
vs.
Robert R. Cozzi
and
Ruby N. Cozzi, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,359 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

August 26, 1961

FILED

1961 AUG 30 AM 10:27

14

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Robert R. Cozzi and Ruby N. Cozzi, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	271	68	471	68
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	64	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. - bond premium	37	20		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	8	80		
Clara M. Link - notary fees	1	50	168	66
To Attorney for Taxes, viz: 1961 State and County taxes - adjusted to 6/22/61	69	10	69	10
To Attorney for Ground Rent, viz: Ground rent ($45.00) due 8/9/61 - adjusted to 6/22/61	33	25	33	25
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,257	31	7,257	31
			8,056	00
Amount of mortgage claim filed	9,244	57		
Interest @ 5½% on principal balance of $8,947.73 from 5/26/61 to 9/30/61 - 4 months 4 days	169	50		
	9,414	07		
Cr. Amount allowed above	7,257	31		
Balance subject to decree in personam	2,156	76		

15

with

Walter S. Calwell, Attorney named in Mortgage

					Cr.	
1961						
June	22	Proceeds of Sale	8,000	00		
		Interest on deferred payment to 8/3/61	56	00	8,056	00
					8,056	00

16

LIBER 133 PAGE 362

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Walter R. Cozzi

and

Ruby N. Cozzi, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,359 Equity.

ORDERED, This 30th 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 9th 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 9th day of October next.

George T Cromwell

FILED 1961 AUG 30 AM 10:27

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 OCT 11 AM 11:50

Matthew L. Evans

17

LIBER 133 PAGE 363

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,359 Equity
WALTER S. CALWELL
Attorney Named in Mortgage
VERSUS
WALTER R. COZZI and
RUBY N. COZZI, his wife

Ordered, this 30th day of August, 1961, The 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 9th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of threee successive weeks before the 9th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,359
Auditor Account

Walter R. Cozzi

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 33090 ~~1961~~ SEP 28 PM 12:37 By H. Tilghman

18

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM WESLEY DARNEY AND MARGARET MAY DARNEY, HIS WIFE	:	(In Equity)

Equity No. 14,394

Mr. Clerk:

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

1. Original Mortgage from said William Wesley Darney and Margaret May Darney, his wife, to Baltimore Federal Savings and Loan Association dated December 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1088 Folio 393.

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

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 MAY 17 AM 9:23

VA Form VB4-4818 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1088 PAGE 393

MARYLAND
LIBER 133 PAGE 365

MORTGAGE

Equity No. 14,394

THIS MORTGAGE, made this 21st day of December, A. D. 19 56, by and between WILLIAM WESLEY DARNEY and MARGARET MAY DARNEY, 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 SEVEN THOUSAND FIFTY and 00/100 Dollars ($ 7,050.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4 1/2 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty-nine and 19/100 Dollars ($ 39.19), commencing on the first day of February, 19 57, 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 20, 1981, ~~19~~. 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. 8 as shown on the Plat of the Strain Property subdivision of Carol Drive Section, Lake Shore, which Plat was recorded among the Plat Records of Anne Arundel County on September 13, 1951.

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 James T. Moore, Jr. and Walburga Moore, his wife unto the herein Mortgagors.

FILED

1961 MAY 17 AM 9:23

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

16—43890-2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described housebold 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:

11 comb. metal storm and screen windows
2 comb. metal storm and screen doors
Electric stove

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four ($84.00) Dollars payable half-yearly on the 2nd days of May and November in each and every year

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR.

William Wesley Darney [SEAL]

William Wesley Darney [SEAL]

Margaret May Darney [SEAL]

Margaret May Darney [SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 21st day of December, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Wesley Darney and Margaret May Darney, 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. MACKEY, JR. Notary Public.

MAURICE F. MACKEY, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Dec. 26 1956 at 3.13 PM.

Mailed to The Colonial Title Guarantee Co.

Application No. 42752

Written by ep

Approved by

Ready for Record

Examiner

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

WILLIAM WESLEY DARNEY AND
MARGARET MAY DARNEY, HIS WIFE

PLAINTIFF'S EXHIBIT "A".

LIBER 133 PAGE 369

MILITARY AFFIDAVIT

Docket 19 folio 365

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of May, 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, William Wesley Darney and Margaret May Darney, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1961 MAY 17 AM 9:23

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM WESLEY DARNEY AND

MARGARET MAY DARNEY, HIS WIFE

IN THE

LIBER 133 PAGE 370

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 14,394

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **William Wesley Darney and Margaret May Darney, his wife**
to **Baltimore Federal Savings and Loan Association**

dated the **21st** day of **December** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1088** Folio 393 .

Amount of Mortgage	$7,050.00
Less - amount paid on principal	607.35
	6,442.65
Plus - interest to 6/6/61	222.30
	6,664.95
Plus - overdraft in expense account	123.09
	6,788.04

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, 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 MAY 17 AM 9:28

Clara M. Link

Clara M. Link, Notary Public

Mortgagee and Attorney's Bond. 1-369

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

LIBER 133 PAGE 371
LIBER 11 PAGE 33

60 JOHN STREET
NEW YORK, N. Y.

#338680

Equity No. 14,394

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 SIX THOUSAND EIGHT HUNDRED AND NO/100 ($6,800.00) - - - - - - - - - - - - - - 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 June in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William Wesley Darney and Margaret May Darney, his wife, to Baltimore Federal Savings & Loan Association bearing date the 21st day of December nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1088, Folio 393, and

8 Carroll Drive, A. A. 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

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

Signed, Sealed and Delivered in the presence of

Clara M. Lirh

~~XXXXXX~~ WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1961 JUN 21 AM 10 11

Bond approved this 21st day of June, 1961

George T. Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM WESLEY DARNEY AND MARGARET MAY DARNEY, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

No. 14,394 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 21st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1088 folio 393 from said William Wesley Darney and Margaret May Darney, 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 22nd day of June, 1961 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 8 as shown on the Plat of the Strain Property Subdivision of Carol Drive Section, Lake Shore, which Plat was recorded among the Land Records of Anne Arundel County in Plat Book 22 folio 40; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1961 JUN 26 AM 9:24

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Wesley Darney and Margaret May Darney, his wife to Baltimore Federal Savings and Loan Association, dated December 21st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1088 folio 393 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction on the premises on

THURSDAY, JUNE 22nd, 1961 at 3.30 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Ann Arundel County, on Carol Drive, Lake Shore Section, near Mountain Road, and described as follows: –

BEING known and designated as Lot No. 8 as shown on the Plat of the Strain Property subdivision of Carol Drive Section, Lake Shore, which Plat was recorded among the Plat Records of Anne Arundel County on September 13, 1951.

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 $84.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story, one family bungalow, containing 5 rooms, 1 bath, forced 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 Ju 15

LIBER 133 PAGE 373

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 Seventy-two Hundred seventy ($7270.00) Dollars, subject to the payment of an annual ground rent of $84.00, 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 **23rd** day of **June, 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
Clara M. Link, Notary Public

ORDER NISI

LIBER 133 PAGE 374

WALTER S. CALWELL,
Attorney named in Mortgage

versus

WILLIAM WESLEY DARNEY and
MARGARET MAY DARNEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,394 Equity

Ordered, this 26th day of June, 19 61, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage

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

The report states that the amount of sale was $ 7,270.00

FILED 1961 JUN 26 AM 9:24

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney named in Mortgage

versus

WILLIAM WESLEY DARNEY and
MARGARET MAY DARNEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of August, 19 61, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
JUDGE.

FILED
1961 AUG -2 PM 3:47

Mortgagee and Attorney's Bond. 1-369

New Amsterdam Casualty Company

LIBER 133 PAGE 375
LIBER 11 PAGE 40

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Additional #338680

No. 14,394 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR HUNDRED SEVENTY AND NO/100 ($470.00) - 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 28th day of June in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William Wesley Darney & Margaret May Darney, his wife to Baltimore Federal Savings & Loan Association bearing date the 21st day of December nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1088, Folio 393, and

8 Carroll Drive, A. A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Lirik
~~XXXXX~~ WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
R. H. Nichols, Attorney-in-Fact

FILED
1961 JUN 29 AM 9:28

Bond approved this 29th day of June 1961
George T. Cromwell, Clerk

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Westey Darney and Margaret May Darney, his wife to Baltimore Federal Savings and Loan Association, dated December 21st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1088 folio 393 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction on the premises on

THURSDAY, JUNE 22nd, 1961 at 3.30 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Ann Arundel County, on Carol Drive, Lake Shore Section, near Mountain Road, and described as follows:—

BEING known and designated as Lot No. 8 as shown on the Plat of the Strain Property subdivision of Carol Drive Section, Lake Shore, which Plat was recorded among the Plat Records of Anne Arundel County on September 13, 1951.

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 $84.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story, one family bungalow, containing 5 rooms, 1 bath, forced 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 Ju 15

No. 861

OFFICE 19.391

Maryland Gazette

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

LIBER 133 PAGE 376

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed

Attorney's Sale

William Wesley Darney

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 June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL -3 PM 8 55
By H. Tilghman

LIBER 133 PAGE 377

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,394 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
versus
WILLIAM WESLEY DARNEY
and
MARGARET MAY DARNEY, his wife

Ordered, this 26th day of June, 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 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.

The report states that the amount of sale was $7,270.00.

GEORGE T. CROMWELL, Clerk

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

OFFICE OF

Maryland Gazette

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 Sale Eq. 14,394 William Wesley Darney

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 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. 361945 1961 AUG -2 PM 12:15

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
William Wesley Derney
and
Margaret May Darney, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,394 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

August 30, 1961

FILED
1961 SEP -5 AM 9:39

Dr. Walter S. Calwell, Attorney named in Mortgage vs. William Wesley Darney and Margaret May Darney, his wife

			in ac.	
To Attorney for Fee, viz:	50	00		
To Attorney For Commissions, viz:	249	63	299	63
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account and two copies	18	00	59	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co,-bond premium	27	20		
E.T. Newell & Co.,Inc. -auctioneer's fee	35	00		
One-half Federal documentary stamps	4	12		
One-half State documentary stamps	8	25		
Clara M. Link - notary fees	1	25	165	82
To Attorney for Taxes, viz: 1961 State and County taxes ($130.31) - 5 months 22 days	49	43	49	43
To Attorney for Ground Rent, viz: Semi-annual ground rent ($42.00) due 11/2/61 - 1 month 20 days	11	60	11	60
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,734	91	6,734	91
			7,320	89
Amount of mortgage claim filed	6,788	04		
Interest @ 4½% on principal balance of $6,442.65 from 6/6/61 to 10/10/61 - 4 months 4 days	99	86		
	6,887	90		
Cr. Amount allowed above	6,734	91		
Balance subject to decree in personam	152	99		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
June	22	Proceeds of Sale	7,270	00		
		Interest on deferred payment to 8/3/61	50	89	7,320	89
					7,320	89

ORDER NISI

LIBER 133 PAGE 381

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William Wesley Darney

and

Margaret May Darney, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,394 Equity.

ORDERED, This 5th day of September, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th 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 9th day of October next.

George T. Cromwell, Clerk

FILED 1961 SEP -5 AM 9:39

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

FILED 1961 OCT 11 AM 11:50

LIBER 133 PAGE 382

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,394 EQUITY
WALTER S. CALWELL, Attorney named in Mortgage
versus
WILLIAM WESLEY DARNEY
and
MARGARET MAY DARNEY, his wife

Ordered, this 5th day of September, 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 9th 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 9th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,394
Auditor Account

William Wesley Darney

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 231 1961 SEP 28 PM 12:37

By H. Tilghman

LIBER 133 PAGE 383

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BERNARD S. HYATT AND ELISE C. HYATT, HIS WIFE	:	(In Equity)
		No. 14,419

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 Bernard S. Hyatt and Elise C. Hyatt, his wife to Baltimore Federal Savings and Loan Association, dated December 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1359 folio 575.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

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1961 JUN -1 AM 10:53

City and County Form.

LIBER 133 PAGE 384

No 14,419 Equity

BOOK 1359 PAGE 575

This Mortgage, Made this 21st day of December, in the year one thousand, nine hundred and fifty-nine, between BERNARD S. HYATT and ELISE C. HYATT, his wife of Baltimore City, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND NINE HUNDRED AND 00/100ths ($15,900.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of EIGHTY-SEVEN AND 81/100ths ($87.81) Dollars, commencing on the first day of February, 1960, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 40 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 31.

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

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1961 JUN -1 AM 10:53

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

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

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

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

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

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

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

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

[redacted]

WITNESS:

ROBERT E. TAYLOR

Bernard S. Hyatt (SEAL)
Bernard S. Hyatt

(SEAL)

Elise C. Hyatt (SEAL)
Elise C. Hyatt

[redacted] (SEAL)

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BOOK 1359 PAGE 578

LIBER 133 PAGE 387

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 21st day of December, 19 59, before me, a Notary Public of said State, personally appeared

BERNARD S. HYATT and ELISE C. HYATT, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) ~~is~~/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~and the~~ ~~[illegible]~~. 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.

1100

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

Notary Public

Rec'd for record Dec. 23, 1959 at 12:25 P.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

BERNARD S. HYATT AND
ELISE C. HYATT, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

BERNARD S. HYATT AND

ELISE C. HYATT, HIS WIFE

1. THE

LIBER 133 PAGE 388

CIRCUIT COURT FOR ANNE ARUNDEL

IN EQUITY

No 14,419

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Bernard S. Hyatt and Elise C. Hyatt, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **21st** day of **December,** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1359** Folio **575** .

Amount of Mortgage	**$15,900.00**
Less - amount paid on principal	**258.40**
	15,641.60
Plus - interest to 6/21/61	**321.60**
	15,963.20
Plus - overdraft in expense account	**40.89**
	16,004.09

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **26th** day of **May** 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 JUN 1 AM 10:53

Clara M. Link

Clara M. Link Notary Public

6.

LIBER 133 PAGE 389

No. 14,419 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Bernard S. Hyatt and Elise C. Hyatt, 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

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CALLAHAN AND CALWELL
Solicitor
Baltimore Federa[illegible] [illegible]ilding
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 Bernard S. Hyatt and Elise C. Hyatt, his wife to Baltimore Federal Savings and Loan Association, dated December 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1359 folio 575 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, July 11, 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 in Sharonville near Mountain Road at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 40 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate on the east side of Sharon Drive 4th house north of Donna Road extended, having a frontage of 126 feet with a depth of 120 feet more or less.

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

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

The improvements consist of a ranch type dwelling, containing 6 rooms, 1½ bath, forced air, gas fired heat, and a car port.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer Jy-6

No. 8

14,419

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 390

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1961

We hereby certify, that the annexed

Attorney's Sale

Bernard S. Hyatt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of July, 1961. The first insertion being made the 15th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
JUL -7 AM 10: 09

By H. Tilghman

Mortgagee and Attorney's Bond. 1-369

LIBER 133 PAGE 391
LIBER 11 PAGE 46

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Bond No. 338822 No. 14419 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 SIXTEEN THOUSAND ONE HUNDRED AND NO/100 ($16,100.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of July 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 Bernard S. Hyatt and Elise C. Hyatt, his wife to Baltimore Federal Savings & Loan Association bearing date the 21st day of December nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1359, Folio 575, and

Lot #40, Sharonville

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

Bond approved this 6th day of July, 1961
George T. Cromwell
Clerk

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. Fink
~~Attest~~ WITNESS:

S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1961 JUL 10 AM 9:47

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
BERNARD S. HYATT AND	:	ANNE ARUNDEL COUNTY
ELISE C. HYATT, HIS WIFE	:	(In Equity)

14,419

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **December 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1359 folio 575** from said **Bernard S. Hyatt and Elise C. Hyatt, 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 **11th** day of **July, 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. 40 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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FILED

1961 JUL 14 AM 9:01

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 Bernard S. Hyatt and Elise C. Hyatt, his wife to Baltimore Federal Savings and Loan Association, dated December 21st, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1359 folio 575 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, July 11, 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 in Sharonville near Mountain Road at Jacobsville, or Lake Shore, and described as follows:

Being known and designated as Lot No. 40 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, situate on the east side of Sharon Drive 4th house north of Donna Road extended, having a frontage of 126 feet with a depth of 120 feet more or less.

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

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

The improvements consist of a ranch type dwelling, containing 6 rooms, 1½ bath, forced air, gas fired heat, and a car port.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer Jy-6

LIBER 133 PAGE 393

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twelve Thousand ($12,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **12th** day of **July, 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

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ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

BERNARD S. HYATT and ELISE C. HYATT, his wife

LIBER 133 PAGE 394

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,419 Equity

Ordered, this 14th day of July, 19 61, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage

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

The report states that the amount of sale was $ 12,000.00.

Filed July 14, 1961

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

BERNARD S. HYATT and ELISE C. HYATT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 22d day of August, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1961 AUG 22 AM 11:58

12

LIBER 133 PAGE 395

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
BERNARD S. HYATT AND ELISE C. HYATT, HIS WIFE	:	

14,419 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Sixteen Thousand one Hundred ($16,100.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on July 11th, 1961 make sale of certain property described in said Mortgage, after due advertisement thereof.

2nd. That the property was purchased by your Petitioner, holder of the aforesaid Mortgage, for lack of a higher bid, for the sum of Twelve Thousand ($12,000.00) Dollars, which figure was considerably below the amount of the Mortgage Claim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE, your Petitioner prays that this Honorable Court pass an Order, in these proceedings, decreasing the Bond filed from the original penalty of $ 16,100.00 to that of $12,000.00.

FILED

1961 JUL 19 PM 2:43

13

AND AS IN DUTY BOUND ETC.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Eugene K. Reilly, Vice President

Robert W. Link
Assistant Secretary

Walter S. Calwell
Walter S. Calwell, Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of July, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

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UPON the aforegoing Petition and Affidavit, it is this 19th dau of July, 1961, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $16,100.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $12,000.00.

Matthew S. Evans

FILED

1961 JUL 20 AM 10:13

15

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Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 398

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1961

We hereby certify, that the annexed

Order Nisi Sale - Eq. 14,419

Bernard S. Hyatt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of August, 1961. The first insertion being made the 20th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By: Marie Tate

FILED

1961 AUG 11 PM 4

No. M. G. 22317

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,419 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
BERNARD S. HYATT and ELISE C. HYATT, his wife

Ordered, this 14th day of July 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 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.

The report states that the amount of sale was $12,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-10

In the Case of

LIBER 133 PAGE 399

Walter S. Calwell,
Attorney named in Mortgage

vs.

Bernard S. Hyatt
and
Elsie C. Hyatt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,419 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jahling
Auditor.

August 31, 1961

FILED

1961 SEP -5 AM 9:40

17

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Bernard S. Hyatt and Elsie C. Hyatt, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	392	58	592	58
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	18	00	60	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co. - bond premium	48	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	13	20		
Clara M. Link - notary fees	1	50	182	54
To Attorney for Taxes, viz: 1961 State and County taxes - 6 months 11 days	104	45	104	45
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,146	18	11,146	18
			12,086	00
Amount of mortgage claim filed	16,004	09		
Interest @ 5¼% on principal balance of $15,641.60 from 6/21/61 to 10/10/61 - 3 months 19 days	248	64		
	16,252	73		
Cr. Amount allowed above	11,146	18		
Balance subject to decree in personam	5,106	55		

18

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
July	11	Proceeds of Sale	12,000	00		
		Interest on deferred payment to 8/23/61	86	00	12,086	00
					12,086	00

19

ORDER NISI LIBER 133 PAGE 402

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Bernard S. Hyatt

and

Elsie C. Hyatt, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,419 Equity.

ORDERED, This 5th day of September, 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 9th 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 9th day of ~~September~~ October next.

George T. Cromwell, Clerk

FILED SEP -5 11 9:40

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 OCT 11 AM 11:50

Matthew S. Evans

20

LIBER 133 PAGE 403

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,419 EQUITY
WALTER S. CALWELL, Attorney named in Mortgage
versus
BERNARD S. HYATT and ELSIE C. HYATT, his wife

Ordered, this 5th day of September, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of October next;

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

S-21

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq 14,419 Bernard S. Hyatt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 SEP 28 PM 12:37

By Marie Tate

No. M. G. 23169

21

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
VICTOR RANDOLPH AND MABEL LILLIAN RANDOLPH, HIS WIFE	:	(In Equity) No. 14,420

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 Victor Randolph and Mabel Lillian Randolph, his wife to Baltimore Federal Savings and Loan Association, dated January 10th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1180 folio 304.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1961 JUN -1 AM 10:52

City and County Form.

LIBER 133 PAGE 405

LIBER 1180 PAGE 304

No. 14,420

This Mortgage, Made this 10th day of January, in the year one thousand, nine hundred and fifty-eight, between VICTOR RANDOLPH and MABEL LILLIAN RANDOLPH, 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 ELEVEN THOUSAND FIVE HUNDRED and 00/100ths ($11,500.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of EIGHTY-TWO and 39/100ths ($82.39) Dollars, commencing on the first day of March, 1958, 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. 39, as shown on the Plat entitled "Section 1, Blossom Hill", dated April 29, 1952 and prepared by Ralph G. Snyder, Registered Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 17.

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 George C. Schmidt and Margaret Schmidt, his wife unto the within named Mortgagors.

FILED

1961 JUN -1 AM 10:52

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rent of~~ forever in fee simple.

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

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

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

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

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

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

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

~~WITNESS the corporate seal of the said Mortgagor and the signature of its President.~~

WITNESS:

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

Victor Randolph (SEAL)
VICTOR RANDOLPH

(SEAL)

Mabel Lillian Randolph (SEAL)
MABEL LILLIAN RANDOLPH

(SEAL)

5

LIBER 133 PAGE 408

LIBER 1180 PAGE 307

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 10th day of January, 1958, before me, a Notary Public of said State, personally appeared Victor Randolph and Mabel Lillian Randolph, his wife

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

AS WITNESS my hand and Notarial Seal.

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

MAURICE F. MACKEY, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Jan 18, 1958 at 10.37 AM
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

VICTOR RANDOLPH AND
MABEL LILLIAN RANDOLPH, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 46121
Written by jfm
Approved by [signature] Examiner
Ready for Record [signature]

WALTER S. CALWELL,

Attorney Named in Mortgate

VS.

VICTOR RANDOLPH AND

MABEL LILLIAN RANDOLPH, HIS WIFE

IN THE

LIBER 133 PAGE 409

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,420 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Victor Randolph and Mabel Lillian Randolph, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **10th** day of **January** 1958, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1180** Folio **304** .

Amount of Mortgage	**$11,500.00**
Less - amount paid om principal	**919.33**
	10,580.67
Plus - interest to 6/21/61	**354.42**
	10,935.09
Plus - overdraft in expense account	**117.34**
	11,052.33

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **26th** day of **May** 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 JUN -1 AM 10:52

Clara M. Link

Clara M. Link Notary Public

6

LIBER 133 PAGE 410

MILITARY AFFIDAVIT

no. 14,420 Equity

Docket 19 folio 379

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants, Victor Randolph and Mabel Lillian Randolph, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1961 JUN -1 AM 10:52

1

CALLAHAN AND CALWELL
Solicit—
Baltimore Fed Building
Baltimore _, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Victor Randolph and Mabel Lillian Randolph, his wife to Baltimore Federal Savings and Loan Association, dated January 10th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1180 folio 304 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, July 11, 1961 at 3:20 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. 39 as shown on the Plat entitled "Section 1, Blossom Hills", dated April 29, 1952, prepared by Ralph G. Snyder, Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23 folio 17, situate on the southerly side of Belle of Georgia Avenue 2nd house west of Broadway, having a frontage of 75 feet, with a depth of 176 feet, more or less

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

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

The improvements consist of a 1½ story frame dwelling, containing 5 rooms, 1 bath.

No. M

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 Jy-6

8

OF .E OF 14,420

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 411

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1961

We hereby certify, that the annexed

Attorney's Sale

Victor Randolph

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 July, 1961. The first insertion being made the 15th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
JUL -7 AM 10: 09

By H. Tilghman

Mortgagee and Attorney's Bond. 1-369

LIBER 133 PAGE 412

LIBER 11 PAGE 47

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

Bond No. 338823 No. 14,420 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 ELEVEN THOUSAND ONE HUNDRED AND NO/100 ($11,100.00) - - - - - - - - - - - - - - - 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 6th day of July 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 Victor Randolph and Mabel Lillian Randolph, his wife to Baltimore Federal Savings & Loan Association bearing date the 10th day of January nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1180, Folio 304, and

Lot #39, Blossom Hills

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.

Bond approved this 6th day of July, 1961
Henry I. Cromwell, Clerk

Signed, Sealed and Delivered in the presence of

Clara M. Smith
~~XXXXX~~ WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1961 JUL 10 AM 9:47

LIBER 133 PAGE 413

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
VICTOR RANDOLPH AND MABEL LILLIAN RANDOLPH, HIS WIFE	:	(In Equity)

14420

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **January 10th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1180 folio 304** from said **Victor Randolph and Mabel Lillian Randolph, 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 **11th** day of **July, 1961** at **3.20 P.M.,** attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 39 as shown on the Plat entitled "Section 1, Blossom Hills" dated April 29, 1952, prepared by Ralph G. Snyder, Registered Surveryor, and recorded among the Land Records of Anne Arundel County in Plat Book 23 folio 17; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

10

FILED

1961 JUL 14 AM 9:01

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 Victor Randolph and Mabel Lillian Randolph, his wife to Baltimore Federal Savings and Loan Association, dated January 10th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1180 folio 304 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, July 11, 1961 at 3:20 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. 39 as shown on the Plat entitled "Section 1, Blossom Hills", dated April 29, 1952, prepared by Ralph G. Snyder, Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23 folio 17, situate on the southerly side of Belle of Georgia Avenue 2nd house west of Broadway, having a frontage of 75 feet, with a depth of 176 feet, more or less

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

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

The improvements consist of a 1½ story frame dwelling, containing 5 rooms, 1 bath.

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.

Attorney Named in Mortgage
F. T. NEWELL & CO., INC.,
Auctioneer

Jy-6

LIBER 133 PAGE 414

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Seventy-five Hundred ($7500.00) 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 **12th** day of **July, 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 133 PAGE 415

WALTER S. CALWELL, Attorney Named in Mortgage

versus

VICTOR RANDOLPH and MABEL LILLIAN RANDOLPH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,420 Equity

Ordered, this 14th day of July, 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 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.

The report states that the amount of sale was $ 7,500.00.

Filed 1961 July 14

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

VICTOR RANDOLPH and MABEL LILLIAM RANDOLPH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22 day of August, 1961 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1961 AUG 22 AM 11:57

12

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
VICTOR RANDOLPH AND MABEL LILLIAN RANDOLPH, HIS WIFE	:	(In Equity)

14,420 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Baltimore Federal Savings and Loan Association by Walter S. Calwell, its Solicitor, respectfully represents unto your Honor:-

1st. That the said Walter S. Calwell, Attorney Named in the Mortgage filed as an "Exhibit" in these proceedings, upon the furnishing of an approved Bond in the penalty of Eleven Thousand one Hundred ($11,100.00) Dollars, with the New Amsterdam Casualty Company, as surety, did on the 11th day of July, 1961 make sale of the certain property described in said Mortgage, after due advertisement thereof.

2nd. that the property was purchased by your Petitioner, holder of the aforesaid Mortgage, for lack of a higher bid, for the sum of Seventy-five Hundred ($7500.00) Dollars, which figure was considerably below the amount of the MortgageClaim filed in these proceedings.

3rd. That the Report of Sale of said property was duly filed in these proceedings by said Walter S. Calwell, and the Order Nisi, on this sale, was passed by this Honorable Court.

4th. That your Petitioner feels, in view of the sale price obtained for said mortgaged property, the penalty of the Bond should be reduced accordingly.

WHEREFORE, your Petitioner prays that this Honorable Court pass its Order, in these proceedings, decreasing the Bond filed from the original penalty of $11,100.00 to that of $7500.00.

FILED

1961 JUL 19 PM 2:43

13

AND AS IN DUTY BOUND ETC.

— BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Eugene K. Reilly, Vice President

Robert W. Ritter
Assistant Secretary

Walter S. Calwell
Walter S. Calwell, Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of July, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of Law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

UPON the aforegoing Petition and Affidavit, it is this 19th day of July, 1961, by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in these proceedings by Walter S. Calwell, Attorney Named in the Mortgage, with the New Amsterdam Casualty Company, as surety, in the penalty of $11,100.00, and approved by this Court, be and the same is hereby decreased to appear in the penalty of $7500.00.

Matthew S. Evans

FILED

1961 JUL 20 AM 10:13

'15

CALLAHAN AND CAL[illegible]L
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Situate in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road at Jacobsville or Lake Shore,

Tuesday, July 11, 1961 at 3:20 P. M. (E.D.T.)

Being known and designated as Lot No. 39 as shown on the Plat entitled "Section 1, Blossom Hills", dated April 29, 1952, prepared by Ralph G. Snyder, Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23 folio 17, situate on the southerly side of Belle of Georgia Avenue 2nd house west of Broadway, having a frontage of 75 feet, with a depth of 176 feet, more or less

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

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

The improvements consist of a 1½ story frame dwelling, containing 5 rooms, 1 bath.

For complete details and Terms of Sale, see full advertisement in The "Maryland Gazette" of June 15, 22, 29, and July 6, or for further particulars apply to:

WALTER S. CALWELL,
Attorney.
Baltimore Federal Building,
Fayette & St. Paul Streets,
Baltimore 2, Maryland Jy-8

FILED

No. M. G. 2014 68 1961 JUL 26 PM 3:26

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 419

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 26, 1961

We hereby certify, that the annexed Attorney's Sale Property Vinton Randolf "Blossom Hills",

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a ~~week~~ for 1 insertion ~~successive weeks~~ before the 11th day of July, 1961. The first insertion being made the 8th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

16

OFFICI)F

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 420

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,420 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
VICTOR RANDOLPH and MABEL LILLIAN RANDOLPH, his wife

Ordered, this 14th day of July, 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 21st day of August next.

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,420

Victor Randolph

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of August, 1961. The first insertion being made the 26th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
1961 AUG 11 PM 4

No. M. G. 22318

17

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Victor Randolph
and
Mabel Lillian Randolph, his wife

In the
Circuit Court
For
Anne Arundel County

No. 14,420 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura N. Jobling
Auditor.

August 31, 1961

FILED
1961 SEP -5 AM 9:41

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Victor Randolph and Mabel Lillian Randolph, his wife

in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	256	61	456	61
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account and two copies	18	00	60	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	75	25		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	14	95		
New Amsterdam Casualty Co.- bond premium	30	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	12		
One-half State documentary stamps	8	25		
Clara M. Link - notary fee	1	50	186	07
To Attorney for Taxes, viz: 1961 State and County taxes ($171.07) - 6 months 11 days	90	67	90	67
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,760	15	6,760	15
			7,553	75
Amount of mortgage claim filed	11,052	33		
Interest @ 6% on principal balance of $10,580.67 from 6/21/61 to 10/10/61 - 3 months 19 days	192	21		
	11,244	54		
Cr. Amount allowed above	6,760	15		
Balance subject to decree in personam	4,484	39		

19

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1961						
July	11	Proceeds of sale	7,500	00		
		Interest on deferred payment to 8/23/61	53	75	7,553	75
					7,553	75

ORDER NISI LIBER 133 PAGE 424

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Victor Randolph
and
Mabel Lillian Randolph, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,420 Equity.

ORDERED, This 5th day of September, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th 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 9th day of October next.

FILED 1961 SEP -5 PM 3:41

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of October, 19 61, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

FILED
1961 OCT 11 AM 11:50

21

LIBER 133 PAGE 425

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,420 EQUITY

WALTER S. CALWELL, Attorney named in Mortgage

versus

VICTOR RANDOLPH and MABEL LILLIAN RANDOLPH, his wife

Ordered, this 5th day of September, 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 9th 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 9th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed Order Nisi Eq 14,420 Auditor Account Victor Randolph

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 23110 1961 SEP 28 PM 12:37 By H. Tilghman

22

CLARA B. DANIELS and JAMES E. DANIELS, her husband 332A Woodland Road Millersville P. O. Maryland	*	
CHARLES J. BOLM and LOIS BOLM, his wife Box 565, Whitney's Landing Severna Park, Maryland	*	
ANNETTE B. BOWEN and EDWARD A. BOWEN, her husband 332C Woodland Road Millersville P. O., Maryland	*	
BARBARA B. STEPPE and JOHN F. STEPPE, her husband 331 Woodland Road Millersville P. O., Maryland Complainants	*	
vs.	*	
GEORGE A. BOLM and JEANNETTE J. BOLM, his wife Mountain Road Pasadena P. O., Maryland	*	IN THE
CHRISTIAN SCHNEBELEN and ELVA E. SCHNEBELEN, his wife Hunter's Harbor Pasadena P. O., Maryland	*	CIRCUIT COURT FOR
EDWARD SCHNEBELEN and MARGARET E. SCHNEBELEN, his wife 3124 Woodring Avenue Baltimore 14, Maryland	*	ANNE ARUNDEL COUNTY
CATHERINE S. PAUL and FRED S. PAUL, her husband 5208 Carroll Place Arbutus 27, Maryland	*	(In Equity) 19,699 Eq.
MARIE S. RUBINSTEIN and PHILIP RUBINSTEIN, her husband 1945 Griffiss Avenue Baltimore 30, Maryland Respondents	*	

* * * * * * *

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Clara B. Daniels and James E. Daniels, her husband, Charles J. Bolm and Lois Bolm, his wife, Annette B. Bowen and Edward A. Bowen, her husband, Barbara B. Steppe and John F. Steppe, her husband, respectfully represent unto your Honor:

FILED

1960 MAR -4 PM 3:38

1. That Edward Andrew Bolm, late of Anne Arundel County, deceased, was in his lifetime seized and possessed of a tract or parcel of land lying in said County containing nine and one-half acres more or less.

2. That the said Edward Andrew Bolm inherited the aforementioned tract or parcel of land on or about January 23, 1938, under the Will of his father, Charles Bolm, Sr., a certified copy of which is filed herewith marked Complainants' Exhibit No. 1 and prayed to be taken as part of this Bill of Complaint.

3. That the aforesaid Charles Bolm, Sr., and Eleanore Bolm, his wife, had acquired title to approximately ten acres of land in Anne Arundel County, Maryland which said tract includes the nine and one-half acres more or less herein involved, by virtue of a deed from Henry S. Mancha and Carolyn V. Mancha, his wife, dated April 14, 1898 and recorded among the Land Records of Anne Arundel County in Liber G.W. 9 Folio 400, a certified copy of which is filed herewith marked Complainants' Exhibit No. 2 and prayed to be taken as part of this Bill of Complaint.

4. That the ten acre parcel of land aforementioned was reduced to its present size of approximately nine and one-half acres by virtue of a conveyance of fifty-four one-hundredths of an acre to George A. Bolm and Jeannette Bolm, his wife, dated May 8, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 72 Folio 179, a certified copy of which is filed herewith marked Complainants' Exhibit No. 3 and prayed to be taken as part of this Bill of Complaint.

5. That the said Eleanore Bolm died on or about March 29, 1936, thereby vesting absolute title to the said tract of approximately nine and one-half acres in her surviving husband, Charles Bolm, Sr., who, by his Last Will and Testament before referred to did devise and bequeath same to the said Edward Andrew Bolm as set out in Paragraph 2 of this Bill of Complaint.

2

6. That being so seized and possessed, the said Edward Andrew Bolm died on or about October 12, 1957, unmarried and intestate, leaving surviving him the following heirs at law to whom the said lands have descended, to wit:

(a) The children of Charles Bolm, a deceased brother, who died February 10, 1957, who are the Complainant, Clara B. Daniels, who is married to the Complainant, James E. Daniels, the Complainant, Charles J. Bolm, who is married to the Complainant, Lois Bolm, the Complainant, Annette B. Bowen, who is married to the Complainant, Edward A. Bowen, and the Complainant, Barbara B. Steppe, who is married to the Complainant, John F. Steppe.

(b) The Respondent, George A. Bolm, a surviving brother, who is married to the Respondent, Jeannette J. Bolm.

(c) The children of Louise Schnebelen, a deceased sister, who died on October 14, 1950, who are the Respondent, Christian Schnebelen, who is married to the Respondent, Elva E. Schnebelen, the Respondent, Edward Schnebelen, who is married to the Respondent Margaret E. Schnebelen, the Respondent, Catherine S. Paul, who is married to the Respondent, Fred S. Paul, and the Respondent, Marie S. Rubinstein, who is married to the Respondent, Philip Rubinstein.

7. That all parties to this proceeding are of age and sui juris.

8. That the said real estate is not susceptible of partition and cannot be divided without loss or injury to the parties interested, and that, in order to make a division of said interests, it will be necessary that said real estate be sold, and a division of the money arising from such sale made among the parties, according to their respective rights.

TO THE END THEREFORE:

(a) That a decree may be passed for the sale of the said real estate.

3

(b) That a Trustee or Trustees be appointed to make said sale, receive the purchase price and convey the property to the purchaser upon ratification of sale.

(c) That the proceeds of said sale may be distributed among the parties to this proceeding according to their respective rights and interests.

(d) That your Complainants may have such other and further relief as the nature of their case may require.

AND as in duty bound, etc.,

Frank Arnold
Frank Arnold

John K. Barbour, Jr.
John K. Barbour, Jr.
Solicitors for Complainants
1309 Court Square Bldg.
Baltimore 2, Maryland
LE 9-2818

Clara B. Daniels
Clara B. Daniels

James E. Daniels
James E. Daniels, her husband

Charles J. Bolm
Charles J. Bolm

Lois Bolm
Lois Bolm, his wife

Annette B. Bowen
Annette B. Bowen

Edward A. Bowen
Edward A. Bowen, her husband

Barbara B. Steppe
Barbara B. Steppe

John F. Steppe
John F. Steppe, her husband

Complainants

4.

LIBER 133 PAGE 430

Complainants' Exhibit No. 1

LAST WILL AND TESTAMENT

I, CHARLES BOLM, SR. (WIDOWER), OF PASADENA, ANNE ARUNDEL COUNTY, STATE OF MARYLAND, BEING OF SOUND AND DISPOSING MIND AND CAPABLE OF EXECUTING A VALID DEED OR CONTRACT, DO MAKE, PUBLISH AND DECLARE THIS TO BE MY LAST WILL AND TESTAMENT, HEREBY REVOKING ALL OTHER WILLS OR CODICILS HERETOFORE MADE BY ME.

AFTER PAYMENT OF ALL MY JUST DEBTS AND FUNERAL EXPENSES, I HEREBY GIVE, DEVISE AND BEQUEATH ALL MY PROPERTY OF WHATEVER DESCRIPTION, WHETHER REAL, PERSONAL OR MIXED, WHERESOEVER SITUATE, UNTO MY SON EDWARD ANDREW BOLM. I AM NOT UNMINDFUL OF THE FACT THAT I HAVE OTHER CHILDREN, BUT MY SON EDWARD EDWARD ANDREW BOLM HAS CARED FOR ME DURING MY ILLNESS AND HAS WORKED FAITHFULLY ON MY FARM AND I AM CERTAIN THAT HE WILL TAKE CARE OF ME THE REST OF MY DECLINING YEARS.

I HEREBY APPOINT MY SON, EDWARD ANDREW BOLM, TO BE MY EXECUTOR OF THIS MY LAST WILL AND TESTAMENT.

AS WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 29th DAY OF JULY, 1937.

Charles Bolm

SIGNED, SEALED, PUBLISHED AND DECLARED BY THE ABOVE NAMED TESTATOR AS AND FOR HIS LAST WILL AND TESTAMENT IN THE PRESENCE OF US WHO AT HIS REQUEST IN HIS PRESENCE AND THE PRESENCE OF EACH OTHER, HAVE HEREUNTO SUBSCRIBED OUR NAMES AS WITNESSES.

[illegible] P.O. ADDRESS [illegible]

[illegible] P.O. ADDRESS [illegible]

Examiner's Exh. #1
Daniels vs. Bolm
#13,679 Equity

[illegible], Examiner

FILED
1960 MAR 4 PM 3 38

5

Anne Arundel County, Ss:

On the 8th day of February 1928
came Edward Andrew Bolm
and made Oath in due form of law, that he does not know of any Will or
Codicil of Charles Bolm, Sr.
late of said County, deceased, other than the above instrument of writing, and that he found
the same among the private papers of the deceased
"All parties notified.
Testator departed this life
on the 23rd day of January 1928
Sworn to in open Court

Test: Lucy S. Holladay
Register of Wills for Anne Arundel County
By Clemence C. Burwell, Clerk

Anne Arundel County, Ss:

On the 8th day of February 1928
came Viola Kindred and Robert E. Kindred
subscribing witnesses to the aforegoing last Will and Testament of Charles Bolm, Sr.
late of said County, deceased, and made oath in
due form of law, that they did see the Testator
sign and seal this Will, that they heard him publish, pronounce and
declare the same to be his last Will and Testament, that at the time of
his so doing he was, to the best of their apprehension, of sound
and disposing mind, memory and understanding, and that they
subscribed their names as witnesses to this Will in his presence, at
his request and in the presence of each other.
Sworn to in open Court.

Test: Lucy S. Holladay
Register of Wills for Anne Arundel County
By Clemence C. Burwell
Clerk

8 500—1-CO—53 A

6.

LIBER 133 PAGE 432

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Charles Bolm, Sr., late of said County, deceased, ~~together with the codicil xxx thereunto attached,~~ and also the evidence adduced as to its validity, orders and decrees this 8" day of February, 1938, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Charles Bolm, Sr., deceased.

Inh. Tax 19. Pd. 8-23-38- $12.18
By Edward Anderson Bolm

George M. Nutwell
Reg. of Wills

JUDGES
S/ Maynard Carr
S/ Owain E. Owens

Certificate of Officers

MARYLAND, Sct.

I, Charles M. Eckman, Presiding Judge of the Orphans' Court for Anne Arundel County, in the State aforesaid, do certify that the aforegoing Attestation of George M. Nutwell Register of Wills for said County, is in due form, and by the proper Officer.

Given from under my hand, at the City of Annapolis, this 28" day of January in the year of our Lord one thousand nine hundred and sixty.

Charles M. Eckman
Chief Judge.

STATE OF MARYLAND, Anne Arundel County, Sct.

I hereby certify, that the Charles M. Eckman, by whom the above certificate was given, and who hath thereto subscribed his name, was at the time of so doing, Chief Judge of the Orphans' Court for Anne Arundel County, duly elected, commissioned and qualified.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the said Court, this 28" day of January, in the year of our Lord one thousand nine hundred and sixty

TEST:
George M. Nutwell
Register of Wills for Anne Arundel County.

8.

This Deed made this fourteenth day of April in the year one thousand eight hundred and eighty eight by Henry S Mancha and Carolyn V Mancha his wife of Glen Burnie Anne Arundel County State of Maryland
Witnesseth, that in consideration of the sum of Two Hundred and fifty dollars, in hand paid, the receipt thereof is hereby acknowledged, the said Henry S Mancha & Carolyn V Mancha do grant unto Charles Bolm and Eleanor Bolm his wife of Annap Arundel County Maryland their heirs and assigns in fee simple, all that ground or land situate lying and being in Anne Arundel County and described as follows, that is to say: All that park enclosed within the following metes, bounds, courses & distances
Beginning for the outlines thereof at a point (in the Cooley or Burton farm called Solomon's Range, in the third Election District of Anne Arundel County State of Maryland) forming the South west corner of a lot of five acres sold and conveyed to Anne Slumback thence running north 46 perches to the private road leading to Mrs Schneider's place, thence with it west 23 perches to the Schneider land, thence with it South 64 perches to the land sold to Andrew Schroder, thence with the same South 31 perches to Charles Bowie's land, thence with with it North 18 perches to the Slumback purchase thence with it due West eight perches to the place of beginning. Containing Ten acres & Sixteen square perches of land more or less, being part of the same land conveyed to Melvin & Mancha by deed from Mary Carole & husband dated 9th of April 1898 and recorded in Liber S H No 33 fol 525 &c by deed from Geo J Mel vin & wife to H S Mancha Dec 1890, recorded in Liber S H No 38 fol 89 one of Anne Arundel County land record books, as by reference thereto will appear.
Together with the buildings and improvements thereon erected made or being, and all and every the rights, alleys, ways, waters, privileges appurtenances and advantages to the same belonging or in any wise appertaining
To Have and To Hold the said land and premises above described and mentioned and hereby intended to be conveyed, together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Charles Bolm and Eleanor Bolm their heirs and assigns in fee simple
And the said Henry S Mancha covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further

er assurances of said land as may be requisite
Witness the hands and seals of the said grantor
Tesh
J S Riegel
Henry S Mancha (Seal)
Carolyn V Mancha (Seal)
State of Maryland, Anne Arundel County to wit
I hereby certify that on this day of April in the
year one thousand eight hundred and ninety eight
before me the subscriber a Justice of the Peace of the
State of Maryland in and for Anne Arundel County
aforesaid personally appeared Henry S Mancha
and Carolyn V Mancha his wife and each acknowl
edged the foregoing deed to be their act
J S Riegel, Justice of the Peace
Recorded 14th April 1898

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber G. W. No. 9, Folio 400, 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 3rd. day of February, 1960, A. D.

George T. Cromwell

George T. Cromwell, Clerk JB

Examiner's Exh. # 2
Daniels vs. Belm
13,679 Equity
[illegible]
Examiner

LIBER 133 PAGE 436

This Deed, Made this 8th day of May in the year Nineteen Hundred and Twenty three by and between Charles Bolm and Eleanor Bolm, his wife, of Anne Arundel County, State of Maryland, Grantors and George A Bolm and Jeanette Bolm, his wife, of said County and State Grantees.

X Sec. to Thomas B. Hill May 29 [illegible]

Witnesseth, That in consideration of the sum of five dollars and other valuable considerations, the receipt whereof is hereby acknowledged, the said Charles Bolm and Eleanore Bolm, his wife, do grant and convey unto the said George A. Bolm and Jeanette Bolm, his wife, as tenants by the entireties, his her or their heirs and assigns, in fee simple.
All that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows: Beginning for the same at a stake on the south side of a private road at the end of the first line of the whole lot and running from thence and with the second line north 87 degrees 30 minutes west 157 feet to a stake thence leaving said line and running South 0 degrees 30 minutes West 150 feet to a stake, thence south 87 degrees 30 minutes east 157 feet to intersect the aforesaid first line, thence with said line north 0 degrees 30 minutes east 150 feet to the place of beginning. Containing 54/100 of an acre of land more or less.
Being a portion of the same lot of ground that was granted and conveyed by Henry J. Munchen and wife, to the said Grantors duly recorded among the Land Records of Anne Arundel County in G. W. No. 4, folio 400.
Together with the improvements thereon and the rights and appurtenances thereunto belonging or appertaining.
To Have and to Hold the above described property unto and to the use of the said George A. Bolm and Jeanette Bolm, his wife, as tenants by the entireties, his her or their heirs and assigns, in fee simple
And the said Grantors hereby Covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances of the same as may be requisite.
Witness the hands and seals of said Grantors
Witness:
J. A. Winslow.
Charles Bolm (Seal)
Eleanore Bolm (Seal)
State of Maryland, Anne Arundel County to Wit:
I Hereby Certify, that on this 8th day of May 1923,

before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Charles Bolm and Eleanore Bolm, his wife, the Grantors named in the aforegoing deed and they acknowledged the same to be their act.
As witness my hand and notarial seal
J. A. Winsloe
Notary Public
Anne Arundel County Md.
Recorded 8th May 1960

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber W. N. W. 72, Folio 179, 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 3rd. day of February, 1960, A. D.

George T. Cromwell JB

George T. Cromwell, Clerk

Examiner's Exhibit #7
Daniel & [illegible] Bolm
#13,679 Equity
[illegible]
Examiner

15 FILED: MAR. 4, 1960 at 3:38 P.M.

CLARA B. DANIELS and JAMES E. DANIELS, her husband 332A Woodland Road Millersville P. O. Maryland CHARLES J. BOLM and LOIS BOLM, his wife Box 565, Whitney's Landing Severna Park, Maryland ANNETTE B. BOWEN and EDWARD A. BOWEN, her husband 3320 Woodland Road Millersville P. O. Maryland BARBARA B. STEPPE and JOHN F. STEPPE, her husband 331 Woodland Road Millersville P. O. Maryland Complainants vs. GEORGE A. BOLM and JEANNETTE J. BOLM, his wife Mountain Road Pasadena P. O. Maryland CHRISTIAN SCHNEBELEN and ELVA E. SCHNEBELEN, his wife Hunter's Harbor Pasadena P. O. Maryland EDWARD SCHNEBELEN and MARGARET E. SCHNEBELEN, his wife 3124 Woodring Avenue Baltimore 14, Maryland CATHERINE S. PAUL and FRED S. PAUL, her husband 5208 Carroll Place Arbutus 27, Maryland MARIE S. RUBINSTEIN and PHILIP RUBINSTEIN, her husband 1945 Griffiss Avenue Baltimore 30, Maryland Respondents	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) No. 13679

* * * * * * *

PETITION FOR LEAVE TO FILE AMENDED BILL OF COMPLAINT ETC.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Frank Arnold and John K. Barbour Jr., Solicitors, respectfully represent unto your Honor:

1. That, as Solicitors for the Complainants, they filed the above entitled case in this Honorable Court on March 4 1960.

FILED

1960 APR 27 AM 9:10

16

2. That the Bill of Complaint is brought for the sale of real estate belonging to Edward Andrew Bolm, deceased.

3. That since the filing of this suit, your petitioners have been advised that there are two additional infant heirs of the deceased, namely, Leroy G. Schnebelen and Linda Susan Schnebelen, who are necessary and vital parties to these proceedings in order that a decree of this Court pass and convey good and merchantable title to the purchaser of said real estate.

4. That when your petitioners filed the aforementioned Bill of Complaint certain documents were attached to same as exhibits, to Wit:

(a) Exhibit No. 1 - Certified Copy of the Will of Charles Bolm Sr.

(b) Exhibit No. 2 - Certified Copy of Deed dated April 14, 1898, from Henry S. Macha and Caroly V. Mancha, his wife, to Charles Bolm Sr. and Eleanore Bolm, his wife.

(c) Exhibit No. 3 - Certified Copy of Deed dated May 8, 1923 from Charles Bolm Sr. and Eleanore Bolm, his wife, to George A. Bolm and Jeannette Bolm, his wife.

5. That your petitioners wish to use these same exhibits and attach them to the Amended Bill of Complaint.

WHEREFORE your Petitioners pray this Honorable Court to pass an Order granting them leave to file an Amended Bill of Complaint in which the infants, Leroy G. Schnebelen Jr. and Linda Susan Schnebelen, will be made parties defendant to these proceedings and that your Petitioners be authorized and allowed to detach and remove all exhibits filed with the original Bill of Complaint and attache and refile them with the Amended Bill of Complaint.

AND as in duty bound etc.,

Frank Arnold
Frank Arnold

John K. Barbour Jr.
John K. Barbour Jr.
Petitioners - Solicitors
1309 Court Square Building
Baltimore 2, Maryland
Le.9-2818

17

O R D E R

Upon the aforegoing Petition, it is this 27th day of April, 1960 ORDERED by the Circuit Court for Anne Arundel County, in Equity, that Frank Arnold and John K. Barbour Jr.,Solicitors for Complainants, be and they are hereby granted leave to file an Amended Bill of Complaint making Leroy G. Schnebelen Jr., infant, and Linda Susan Schnebelen, infant, additional parties defendant to these proceedings;

And it is FURTHER ORDERED that Frank Arnold and John K. Barbour Jr. be and they are hereby authorized and allowed to detach and remove all exhibits filed with the original Bill of Complaint and to attach and refile same with the Amended Bill of Complaint.

Matthew S. Evans

Judge

FILED
1960 APR 27 PM 2:40

18

CLARA B. DANIELS and JAMES E. DANIELS, her husband 332A Woodland Road Millersville P. O., Maryland	*	
CHARLES J. BOLM and LOIS BOLM, his wife Box 565, Whitney's Landing Severna Park, Maryland	*	
ANNETTE B. BOWEN and EDWARD A. BOWEN, her husband 332C Woodland Road Millersville P. O., Maryland	*	
BARBARA B. STEPPE and JOHN F. STEPPE, her husband 331 Woodland Road Millersville P. O., Maryland Complainants	*	
vs.	*	
GEORGE A. BOLM and JEANNETTE J. BOLM, his wife Mountain Road Pasadena P. O., Maryland	*	IN THE
CHRISTIAN SCHNEBELEN and ELVA E. SCHNEBELEN, his wife Hunter's Harbor Pasadena P. O., Maryland	*	CIRCUIT COURT FOR
EDWARD SCHNEBELEN and MARGARET E. SCHNEBELEN, his wife 3124 Woodring Avenue Baltimore 14, Maryland	*	ANNE ARUNDEL COUNTY
CATHERINE S. PAUL and FRED S. PAUL, her husband 5208 Carroll Place Arbutus 27, Maryland	*	
MARIE S. RUBINSTEIN and PHILIP RUBINSTEIN, her husband 1945 Griffiss Avenue Baltimore 30, Maryland	*	(In Equity)
LEROY G. SCHNEBELEN, JR., Infant c/o MILDRED J. SCHNEBELEN 723 Grantley Street Baltimore 29, Maryland	*	
LINDA SUSAN SCHNEBELEN, Infant c/o MILDRED J. SCHNEBELEN 723 Grantley Street Baltimore 29, Maryland Respondents	*	

* * * * * * *

AMENDED

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

FILED 1960 APR 27 PM 2:46

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Clara B. Daniels and James E. Daniels, her husband, Charles J. Bolm and Lois Bolm, his wife,

19

Annette B. Bowen and Edward A. Bowen, her husband, Barbara B. Steppe and John F. Steppe, her husband, respectfully represent untc your Honor:

1. That Edward Andrew Bolm, late of Anne Arundel County, deceased, was in his lifetime seized and possessed of a tract or parcel of land lying in said County containing nine and one-half acres more or less.

2. That the said Edward Andrew Bolm inherited the aforementioned tract or parcel of land on or about January 23, 1938, under the Will of his father, Charles Bolm, Sr., a certified copy of which is filed herewith marked Complainanats' Exhibit No. 1 and prayed to be taken as part of this Bill of Complaint.

3. That the aforesaid Charles Bolm, Sr., and Eleanore Bolm, his wife, had acquired title to approximately ten acres of land in Anne Arundel County, Maryland which said tract includes the nine and one-half acres more or less herein involved, by virtue of a deed from Henry S. Mancha and Carolyn V. Mancha, his wife, dated April 14, 1898 and recorded among the Land Records of Anne Arundel County in Liber G.W. 9 Folio 400, a certified copy of which is filed herewith marked Complainants' Exhibit No. 2 and prayed to be taken as part of this Bill of Complaint.

4. That the ten acre parcel of land aforementioned was reduced to its present size of approximately nine and one-half acres by virtue of a conveyance of fifty-four one-hundredths of an acre to George A. Bolm and Jeannette Bolm, his wife, dated May 8, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 72 Folio 179, a certified copy of which is filed herewith marked Complainanats' Exhibit No. 3 and prayed to be taken as part of this Bill of Complaint.

5. That the said Eleanore Bolm died on or about March 29, 1936, thereby vesting absolute title to the said tract of approximately nine and one-half acres in her surviving husband, Charles Bolm, Sr., who, by his Last Will and Testament before referred to did devise and bequeath same to the said Edward Andrew Bolm as set out in Paragraph 2 of this Bill of Complaint.

6. That being so seized and possessed, the said Edward Andrew Bolm died on or about October 12, 1957, unmarried and intestate, leaving surviving him the following heirs at law to whom the said lands have descended, to wit:

(a) The children of Charles Bolm, a deceased brother, who died February 10, 1957, who are the Complainant, Clara B. Daniels, who is married to the Complainant, James E. Daniels, the Complainant, Charles J. Bolm, who is married to the Complainant, Lois Bolm, the Complainant, Annette B. Bowen, who is married to the Complainant, Edward A, Bowen, and the Complainant, Barbara B. Steppe, who is married to the Complainant, John F. Steppe.

(b) The Respondent, George A. Bolm, a surviving brother, who is married to the Respondent, Jeannette J. Bolm.

(c) The surviving children of Louise Schnebelen, a deceased sister, who died intestate on October 14, 1950, who are the Respondent, Christian Schnebelen, who is married to the Respondent, Elva E. Schnebelen, the Respondent, Edward Schnebelen, who is married to the Respondent Margaret E. Schnebelen, the Respondent, Catherine S. Paul, who is married to the Respondent, Fred S. Paul, and the Respondent, Marie S. Rubinstein, who is married to the Respondent, Philip Rubinstein.

(d) The surviving infant children of Leroy G. Schnebelen, another child of the said Louise Schnebelen, who died intestate on June 17, 1952, who are the Respondent, Leroy G. Schnebelen, Jr. and the Respondent, Linda Susan Schnebelen, both of whom are unmarried.

7. That all parties to this proceeding are of age and sui juris with the exception of the infant Respondents, Leroy G. Schnebelen and Linda Susan Schnebelen.

8. That the said real estate is not susceptible of partition and cannot be divided without loss or injury to the parties interested, and that, in order to make a division of said interests, it will be necessary that said real estate be sold, and a division of the money arising from such sale made among the

21

parties, according to their respective rights.

TO THE END THEREFORE:

(a) That a decree may be passed for the sale of the said real estate.

(b) That a Trustee or Trustees be appointed to make said sale, receive the purchase price and convey the property to the purchaser upon ratification of sale.

(c) That the proceeds of said sale may be distributed among the parties to this proceeding according to their respective rights and interests.

(d) That your Complainants may have such other and further relief as the nature of their case may require.

AND as in duty bound, etc.,

Frank Arnold
Frank Arnold

John K. Barbour, Jr.
John K. Barbour, Jr.
Solicitors for Complainants
1309 Court Square Bldg.
Baltimore 2, Maryland
Le 9-2818

Clara B. Daniels
Clara B. Daniels

James E. Daniels
James E. Daniels, her husband

Charles J. Bolm

Lois Bolm, his wife

Annette B. Bowen

Edward A. Bowen
Edward A. Bowen, her husband

Barbara B. Steppe
Barbara B. Steppe

John F. Steppe
John F. Steppe, her husband

Complainants

22

May 30,1960

LIBER 133 PAGE 446

Mr. George T. Cromwell,
Clerk of Circuit Court of Anne Arundel Co.
Annapolis, Maryland

Dear Mr. Cromwell:

We the undersigned are agreeable to the sale of the property of the late Edward Andrew Bolm of Pasadena, Maryland in Anne Arundel County.

With the agreement that we receive our proportionate share from sale of same property.

Very truly yours,

Edward Schnebelen
Edward Schnebelen

Margaret E. Schnebelen
Margaret E. Schnebelen (his wife)

FILED
1960 MAY 23 PM 4:01

23

Mr. George T. Cromwell
Clerk of Circuit Court
Anne Arundel County
Annapolis, Maryland

Dear Sir:

We, the undersigned, are agreeable to the sale of property of the late Edward Andrew Bolm, of Pasadena, Maryland, Anne Arundel County, with the understanding we get our proportionate share from the sale of same.

Yours truly,

Signed: William C Schnebeler
Signed: R 1, Box 264, Pasadena, Md.
Elena E Schnebeler
R 1, Box 264 Pasadena, Md

Number 13,679 Equity

FILED

1960 MAY 27 AM 10:58

24

May 25, 1960

Mr. George T. Cromwell
Clerk of Circuit Court
Anne Arundel County
Annapolis, Maryland

Dear Sir:

We, the undersigned, are agreeable to the sale of property of the late Edward Andrew Bolm of Pasadena, Maryland, Anne Arundel County with the understanding we get our proportionate share from the sale of same.

Yours truly,

Signed: Catherine S. Paul

Signed: Fred S. Paul

Number 13,679 Equity

FILED
1960 MAY 28 AM 10:09

25

May 25, 1960

Mr. George T. Cromwell
Clerk of Circuit Court
Anne Arundel County
Annapolis, Maryland

Dear Sir:

We, the undersigned, are agreeable to the sale of property of the late Edward Andrew Bolm of Pasadena, Maryland, Anne Arundel County with the understanding we get our proportionate share from the sale of same.

Yours truly,

Marie S. Rubenstein

Signed: Philip D. Rubenstein

Signed: _____

Number 13,679 Equity

FILED

1960 JUN -3 AM 9:26

723 Grantley Street
Baltimore 29, Maryland
June 14, 1960

Mr. George T. Cromwell, Clerk
Circuit Court of Anne Arundel County
Annapolis, Maryland

Dear Sir:

Re: No. 13,679 Equity
Bill of Complaint for Sale of Real Estate

In response to the above Equity Subpoena which was served on my children, SUSAN LINDA SCHNEBELEN and LEROY G. SCHNEBELEN, JR., both minors, I wish to state that I agree that the said property now standing in the name of Edward Andrew Bolm should be sold and the proceeds distributed among the rightful heirs.

Sincerely yours,

Mildred J. Schnebelen

Mildred J. Schnebelen (Mrs. Leroy G., Sr.)

FILED
1960 JUN 15 AM 10:04

29

LIBER 133 PAGE 451

CLARA B. DANIELS and JAMES E. DANIELS, her husband 332A Woodland Road Millersville P.O., Maryland	*	
CHARLES J. BOLM and LOIS BOLM, his wife Box 565, Whitney's Landing Severna Park, Maryland	*	
ANNETTE B. BOWEN and EDWARD A. BOWEN, her husband 332C Woodland Road Millersville P.O., Maryland	*	
BARBARA B. STEPPE and JOHN F. STEPPE, her husband 331 Woodland Road Millersville P.O., Maryland Complainants	*	IN THE
vs	*	CIRCUIT COURT
GEORGE A. BOLM and JEANNETTE J. BOLM, his wife Mountain Road Pasadena P.O., Maryland	*	FOR
CHRISTIAN SCHNEBELEN and ELVA E. SCHNEBELEN, his wife Hunter's Harbor Pasadena P.O., Maryland	*	ANNE ARUNDEL COUNTY
EDWARD SCHNEBELEN and MARGARET E. SCHNEBELEN, his wife 3124 Woodring Avenue Baltimore -14, Maryland	*	NO. 13,679 EQUITY
CATHERINE S. PAUL and FRED S. PAUL, her husband 5208 Carroll Place Arbutus -27, Maryland	*	
MARIE S. RUBINSTEIN and PHILIP RUBINSTEIN, her husband 1945 Griffiss Avenue Baltimore -30, Maryland	*	
LEROY G. SCHNEBELEN, JR., Infant c/o MILDRED J. SCHNEBELEN 723 Grantley Street Baltimore -29, Maryland	*	
LINDA SUSAN SCHNEBELEN, Infant c/o Mildred J. Schnebelen 723 Grantley Street Baltimore -29, Maryland Respondents	*	

****

ANSWER TO AMENDED BILL OF COMPLAINT

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of George A. Bolm and Jeannette J. Bolm, his wife, by John Demyan, Jr., their Solicitor, fully answering,

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1981 JUN 17 PM 3:36

shows:

1. That they admit the Allegations contained in Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8.

AND having fully answered, these Defendants pray that the property be sold at public auction and the proceeds of said sale be distributed among the parties to this proceeding according to their respective rights and interests.

AND as in duty bound, etc.

John Demyan, Jr.
Solicitor for George A. Bolm and
Jeannette J. Bolm, his wife
16 Crain Highway, S.W.
Glen Burnie, Maryland
SOuthfield 6-0770

I HEREBY CERTIFY, that I have this 16th day of June, 1960, mailed a copy of this Answer to Frank Arnold and John K. Barbour, Jr., Solicitors for the Complainants, at 1309 Court Square Bldg., Baltimore -2, Maryland.

John Demyan, Jr.

29

723 Grantley Street
Baltimore 29, Maryland
June 28, 1960

Mr. George T. Cromwell, Clerk
Circuit Court of Anne Arundel County
Annapolis, Maryland

Dear Sir:

Re: No. 13,679 Equity
Bill of Complaint for Sale of Real Estate

In response to the above Equity Subpoena which was served on my son, LEROY G. SCHNEBELEN, JR., minor, I wish to state that I agree that the said property now standing in the name of Edward Andrew Bolm should be sold and the proceeds distributed among the rightful heirs.

Sincerely yours,

Mildred J. Schnebelen

Mildred J. Schnebelen, Guardian of
Leroy G. Schnebelen, Jr.

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1960 JUN 30 PM 2:10

30

723 Grantley Street
Baltimore 29, Maryland
June 28, 1960

Mr. George T. Cromwell, Clerk
Circuit Court of Anne Arundel County
Annapolis, Maryland

Dear Sir:

Re: No. 13,679 Equity
Bill of Complaint for Sale of Real Estate

In response to the above Equity Subpoena which was served on my daughter, SUSAN LINDA SCHNEBELEN, minor, I wish to state that I agree that the said property now standing in the name of Edward Andrew Bolm should be sold and the proceeds distributed among the rightful heirs.

Sincerely yours,

Mildred J. Schnebelen

Mildred J. Schnebelen, Guardian of
Susan Linda Schnebelen

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1960 JUN 30 PM 2:10

31.

LIBER 133 PAGE 455

CLARA B. DANIELS and
JAMES E. DANIELS, her husband
332A Woodland Road
Millersville P. O., Maryland

CHARLES J. BOLM and
LOIS BOLM, his wife
Box 565, Whitney's Landing
Severna Park, Naryland

ANNETTE B. BOWEN and
EDWARD A. BOWEN, her husband
332C Woodland Road
Millersville P. O., Maryland

BARBARA B. STEPPE and
JOHN F. STEPPE, her husband
331 Woodland Road
Millersville P. O., Maryland
Complainants

vs.

GEORGE A. BOLM and
JEANNETTE J. BOLM, his wife
Mountain Road
Pasadena P. O., Maryland

CHRISTIAN SCHNEBELEN and
ELVA E. SCHNEBELEN, his wife
Hunter's Harbor
Pasadena P. O., Maryland

EDWARD SCHNEBELEN and
MARGARET E. SCHNEBELEN, his wife
3124 Woodring Avenue
Baltimore 14, Maryland

CATHERINE S. PAUL and
FRED S. PAUL, her husband
5208 Carroll Place
Arbutus 27, Maryland

MARIE S. RUBINSTEIN and
PHILIP RUBINSTEIN, her husband
1945 Griffiss Avenue
Baltimore 30, Maryland

LEROY G. SCHNEBELEN, JR., Infant
c/o MILDRED J. SCHNEBELEN
723 Grantley Street
Baltimore 29, Maryland

LINDA SUSAN SCHNEBELEN, Infant
c/o MILDRED J. SCHNEBELEN
723 Grantley Street
Baltimore 29, Maryland
Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 13,679

FILED
1960 AUG 23 AM 9:23

* * * * * * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frank Arnold and John K. Barbour, Jr., Solicitors for Complainants in the above entitled case, respectfully represent unto your Honors:

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1. That this Honorable Court has obtained jurisdiction over the two infant respondents, Leroy G. Schnebelen, Jr. and Linda Susan Schnebelen, as evidenced by the returns of Joseph Alton, Sheriff, and as will appear more fully by reference to these proceedings.

2. That Mildred J. Schnebelen, mother and natural guardian of said infant Respondents, on or about June 28, 1960, filed letters in these proceedings agreeing and assenting, on behelf of her infant children, to the sale of the real estate involved and distribution of proceeds among those persons entitled.

3. That the infant Respondents have no legal guardian.

WHEREFORE your Petitioners pray this Honorable Court to appoint a Guardian Ad Litem to appear and answer for said infant Respondents and suggest that Mildred J. Schnebelen, mother and natural Guardian, be appointed Guardian Ad Litem for said infant Respondents and that her letters of June 28, 1960, be adopted and accepted as the Answers of said Guardian Ad Litem in these proceedings.

AND, as in duty bound, etc.

Frank Arnold

Frank Arnold

John K. Barbour Jr.

John K. Barbour, Jr.
Solicitors for Complainants

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ORDER

Upon the aforegoing Petition, it is this 23rd day of August, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Mildred J. Schnebelen be and she is hereby appointed Guardian Ad Litem for the infant Respondents, Leroy G. Schnebelen, Jr. and Linda Susan Schnebelen.

AND IT IS FURTHER ORDERED that the Letters of Mildred J. Schnebelen, mother and natural Guardian of Leroy G. Schnebelen and Linda Susan Schnebelen, dated June 28, 1960, and filed in these proceedings be and they are hereby adopted and accepted as the Answers of Mildred J. Schnebelen, Guardian Ad Litem for Leroy G. Schnebelen, Jr. and Linda Susan Schnebelen, infants.

D. Morris Duckett

FILED

1960 AUG 24 AM 11:34

34-

CLARA B. DANIELS, et al	*	IN THE CIRCUIT COURT
Complainants	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
GEORGE A. BOLM, et al	*	NO.13,679 EQUITY
Respondents	*	

*****

TESTIMONY ON BEHALF OF COMPLAINANTS

September 16, 1960

Present:

Mr. John K. Barbour, Jr., Solicitor for Complainants

Mr. John Demyan, Jr., Solicitor for George A. Bolm and Jeannette J. Bolm

Mr. Malcolm B. Smith, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Clara B. Daniels, pages 2 - 4.

Charles F. Lee, pages 5 - 7.

Lucille Hall, pages 8 - 9.

FILED

1960 OCT 20 PM 4:00

35

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

(Mr. Barbour)

1 Would you give your name, residence and occupation, please?

A My name is Clara B. Daniels, the address, 332A Woodland Road, Millersville, Maryland.

2 Do you know Edward Andrew Bolm?

A Yes.

3 Are you related to Edward Andrew Bolm?

A Yes.

4 Is Mr. Edward Andrew Bolm now living or dead?

A He is deceased.

5 Do you know when he died?

A He died October 12th, 1957.

6 Now, whom did he leave surviving him as his sole heirs at law?

A He left a brother, George Bolm.

7 Is George Bolm married?

A He is married to Jeannette Bolm. He left Louise Schnebelen's children.

8 Who is Louise Schnebelen?

A That was Edward's sister.

9 You say he left, is Mrs. Louise Schnebelan now dead?

A She died before Edward did.

10 Is October 14th, 1950 the date?

A That is when Louise died.

11 Now, what children did Louise Schnebelan leave?

A She left Christian Schnebelen, and he is married to Elva Schnebelen; she left Edward Schnebelen, and he is

married to Margaret; he left Marie Rubinstein, and she's married to Philip Rubinstein; and Catherine Paul, and she's married to Fred Paul; and then also the children of Charles Bolm, which is my father; Annette Bowen, who is married to Edward Bowen; Charles Bolm that is married to Lois Bolm; and Clara B. Daniels married to James Daniels; and Barbara B. Steppe, married to John Steppe. There were two other heirs, they were Louise's youngest son's children.

12 What is his name?

A Leroy died.

13 Is June 17th, 1952, the date of the death of your cousin, Leroy G. Schnebelen?

A Yes, and he left two infant children.

14 Leroy Schnebelen is also a child of Louise Schnebelen, is that right?

A That's correct.

15 What are the names of the two infant children of Leroy G. Schnebelen?

A The children are Leroy G. Schnebelen and Linda Susan Schnebelen.

16 Do you mean Leroy G. Schnebelen, Jr.?

A Correct.

17 Are both of them infants?

A Yes, they are.

18 At the time of his death was your uncle, Edward Andrew Bolm, the owner of a 9 -1/2 acre tract of fee simple property in Anne Arundel County?

A Yes, he was.

19 Where was that tract approximately located?

A It was located off of Jumpers Hole Road, maybe a quarter of a mile off the road.

20 Are there any improvements on that tract of land?

A Yes, there is a dwelling, and there is several large buildings around the house.

21 Is the property now vacant or occupied?

A To my knowledge, it's vacant.

22 Do you know whether Letters of Administration and Notice to Creditors were taken out on the estate of Edward Andrew Bolm?

A They were taken out.

23 And you state, fully administered?

A Yes.

24 Is this property susceptible of being divided in kind without loss or injury to the people in title?

A No.

25 Would it be to the advantage of the interested parties to have the property sold and the money derived divided among those in title according to respective interest?

A Yes.

26 Are all of the parties to this suit of full legal age with the exception of Leroy G. Schnebelen, Jr. and Linda Susan Schnebelen?

A Yes.

(Mr. Demyan)

No questions.

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QUESTION BY THE EXAMINER: No

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

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

Answer No

Signature Clara B. Daniel

Charles F. Lee, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Barbour)

1 Would you give your name and address?

A Charles F. Lee, realtor, Annapolis, Maryland.

2 Mr. Lee, are you a licensed real estate broker?

A Yes.

3 How long have you been so engaged?

A Approximately 25 years.

4 Are you familiar with the property in this case?

A I am.

5 Have you inspected the property?

A Yes.

6 Are you familiar with the value of this and surrounding property, and are you able to give a fair estimate as to its fair market value?

A I am.

7 Would you please describe the property?

A The property consist of approximately 9-1/2 acres, a 6 room bungalow, and 4 out buildings. It's in the third district of Anne Arundel County, just off Jumpers Hole Road.

8 And what, in your opinion, is the fair market value of this approximately 9-1/2 acre tract of fee simple property?

A Approximately Thirteen Thousand Three Hundred and Twenty Five Dollars ($13,325.00).

9 Have you determined how Edward Bolm acquired this property?

A Yes, he acquired it under the Last Will and Testament of Charles Bolm, Sr. who acquired it by a deed dated

40

April 14,1898, recorded among the Land Records of Anne Arundel County in Liber G.W.9, Folio 400, from Henry S. Mancha and Carolyn V. Mancha, his wife, saving and excepting the following conveyance, dated May 8th, 1923, from Charles Bolm, Sr. and Eleanor Bolm, his wife, to George A. Bolm and Jeannette Bolm, his wife, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 72, Folio 179, in which approximately fifty-four one-hundredths of an acre was conveyed.

(LAST WILL AND TESTAMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

(CERTIFIED COPY OF DEED DATED APRIL 14, 1898, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

(CERTIFIED COPY OF DEED DATED MAY 8, 1923, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

10 Would you give us a break down of the value you have placed on this property?

A The 9-1/2 acres would be $4750.00; the dwelling, 6 rooms, $4000.00; one small shed $75.00; one frame garage and workshop $1000.00; one concrete block base and frame stable $1500.00; one tobacco barn 24 x 40 $2000.00, totals $13,325.00.

11 Mr. Lee, do you know whether or not the house has water, sewerage or plumbing?

A There is a pump in the basement of the house, there is plumbing to the kitchen, there's no bath. So far as I can see there are two wells on the property, there may be another one, I don't know.

12 In your opinion, is this property susceptible of being divided in kind among the parties in title without loss

41

or injury to the owners?

A No.

13 In your opinion, would it be to the advantage and benefit of the parties involved to have the property sold and the money derived therefrom divided among them according to their respective rights and interest?

A Yes.

(Mr. Demyan)

No questions.

QUESTION BY THE EXAMINER:

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

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

Answer .....No.....

Signature .....Chas. S. Lee.....

Lucille Hall, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Barbour)

1 Give your full name, address and occupation?

A Lucille Hall, Realtor, Crownsville Post Office.

2 Mrs. Hall, are you a licensed real estate broker?

A Yes, I am.

3 How long have you been engaged in this business?

A About 10 years.

4 Are you familiar with the property in this case?

A Yes, I am.

5 Have you inspected same?

A Yes.

6 Are you familiar with the land surrounding, and are you able to give an estimate of the fair market value?

A Yes.

7 Would you please describe the property involved?

A Well, it's 9-1/2 acres situated in the Third District, and it's improved by a 6 room dwelling, one shed, one garage, one stable and one tobacco barn. The dwelling is worth $4000.00, and one barn is worth --

8 What valuation do you put on the acreage?

A Five Hundred an acre, that brings that to $4750.00.

9 And the value on the shed?

A One shed is $75.00, and the garage is $1000.00, the stable is $1500.00, and one tobacco barn is $2000.00, which makes a total of $13,325.00.

10 In your opinion, is this property susceptible of being divided in kind among the parties in title without loss or injury to the owners?

A No.

11 In your opinion, would it be to the benefit and advantage of the parties interested to have the property sold and the money derived therefrom divided among them according to their respective rights and interest?

A Yes.

(Mr. Demyan)

No questions.

45

QUESTION BY THE EXAMINER:

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

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

Answer No.....

Signature Lucille Hall.....

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

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

Witness my hand and seal this 26th day of October, 1960.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00

I.H. $10.00 Pd J.H

47

LIBER 133 PAGE 469

CLARA B. DANIELS and
JAMES E. DANIELS, her husband
332A Woodland Road
Millersville P. O., Md.

CHARLES J. BOLM and
LOIS BOLM, his wife
Box 565 Whitney's Landing
Severna Park, Maryland

ANNETTE B. BOWEN and
EDWARD A. BOWEN, her husband
332C Woodland Road
Millersville P. O., Md.

BARBARA B. STEPPE and
JOHN F. STEPPE, her husband
331 Woodland Road
Millersville P. O., Md.
Complainants

vs.

GEORGE A. BOLM and
JEANNETTE J. BOLM, his wife
Mountain Road
Pasadena P. O., Md.

CHRISTIAN SCHNEBELEN and
ELVA E. SCHNEBELEN, his wife
Hunter's Harbor
Pasadena P. O., Md.

EDWARD SCHNEBELEN and
MARGARET E. SCHNEBELEN, his wife
3124 Woodring Avenue
Baltimore 14, Maryland

CATHERINE S. PAUL and
FRED S. PAUL, her husband
5208 Carroll Place
Arbutus 27, Maryland

MARIE S. RUBINSTEIN and
PHILIP RUBINSTEIN, her husband
1945 Griffiss Avenue
Baltimore 30, Maryland

LEROY G. SCHNEBELEN JR., Infant
c/o MILDRED J. SCHNEBELEN
723 Grantley Street
Baltimore 29, Maryland

LINDA SUSAN SCHNEBELEN, Infant
c/o MILDRED J. SCHNEBELEN
723 Grantley Street
Baltimore 29, Maryland
Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 13,679

1960 NOV -1 PM 4:25

FILED

* * * * * * *

DECREE

The above cause standing ready for hearing and being submitted, the Bill, Answers thereto, testimony and all other proceedings were, by the Court read and considered:

It is thereupon this 1st day of Nov., 1960, by the Circuit Court for Anne Arundel County, in equity, that the approximately 9½ acre tract of fee simple property fully and particularly described and mentioned in the proceedings, together with all the improvements thereon, be sold; that Frank Arnold and John Demyan, Jr., 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 in the penalty of $14,000.00 conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises, said Trustees shall then proceed to make sale of said property in the following manner:

(a) If sold at private sale for not less than the appraised value of $13,325.00 as shown by the testimony in this case;

(b) If sold at public auction, they shall give at least 3 weeks' notice by advertising in such weekly newspaper or newspapers published in Anne Arundel County as they shall think proper of the time, place, manner and terms of sale; either public or private sale shall be for cash, upon ratification of sale by this Court and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale and on payment of the whole purchase money (and not before) the said Trustees shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims

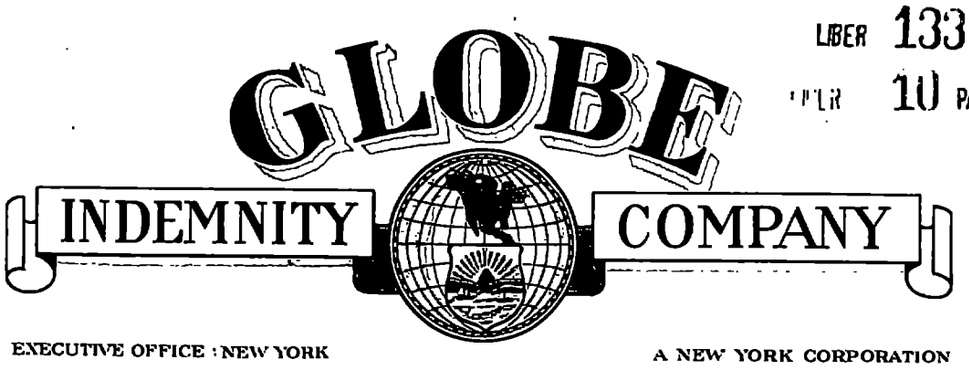
49

of the parties hereto, Complainants and Respondents 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 commission to said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Matthew S. Evans
Judge

G 2808C

LIBER 133 PAGE 472
FOLIO 10 PAGE 560



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

NO. 13,679 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, FRANK ARNOLD and JOHN DEMYAN, JR. ----------of Anne Arundel County, State of Maryland, as Principals, 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 AND NO/100 DOLLARS ($14,000) 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 10th day of April , 1961.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Clara B. Daniels etal vs. George A. Bolm, etal -------- dated November 1, 1960, the said Frank Arnold and John Demyan, Jr. were appointed Trustees to make sale of the property described in said proceedings, and the said ---------- Frank Arnold and John Demyan, Jr. -------- are about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, 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:

B. H. Dundon

Ethel M. Carle

Frank Arnold (SEAL)
Frank Arnold

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

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 11th day of april, 1961

George T. Cromwell, Clerk

FILED
1961 APR 11 AM 11:45

51

JOHN K. BARBOUR, JR.
1309 Court Square Building
Baltimore 2, Maryl.
Solicitor

Trustee's Sale

ONE-STORY FRAME UNIMPROVED FARM DWELLING ON THE WEST SIDE OF JUMPERS HOLE ROAD. EARLEIGH HEIGHTS, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND
(VACANT)

BY virtue of a Decree of the Circuit Court of Anne Arundel County, Equity Case No. 13,679, the undersigned Trustees will sell at public auction on the premises on

Tuesday, May 9, 1961
at 11:00 A.M.

ALL THAT PARCEL OF GROUND AND IMPROVEMENTS THEREON, situated in Anne Arundel County, Maryland, and described as follows:

BEGINNING for the outlines thereof at a point (in the Cawley or Burton Farm called Solomons Range in the Third Election District of Anne Arundel County, State of Maryland) formerly the Southwest corner of a lot of 5 acres sold and conveyed to Annie Slimback, thence running North 46 perches to the private road leading to Mrs. Schnider's Place, thence with it, West 23 perches to the Schnider land, thence with it South 64 perches to the land sold to Andrew Schroeder, thence with the same South 31 perches to Charles Zonka's land, thence with it North 18 perches to the Slimback purchase, thence with it due West 9 perches to the place of beginning. Containing 10 acres plus 16 square perches of land, more or less.

SAVING AND EXCEPTING THEREFROM, HOWEVER, the fifty-four hundredths of an acre of land as described in a Deed from Charles Bolm and Eleanor Bolm, his wife, to George A. Bolm and Jeannette Bolm, hi swife, dated May 8, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 72, folio 179.

IMPROVED by a one-story frame farm dwelling, with no heating plant or plumbing. Also included, whatever out-buildings on the premises.

52 TERMS: a Deposit of $500.00 in cash, 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 at the rate of Six percent 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.

FRANK ARNOLD
JOHN DEMYAN, JR.
Trustees
ROBERT H. CAMPBELL
Auctioneer
121 Prince George St.
Annapolis, Maryland. M-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 473

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1961

We hereby certify, that the annexed Trustee's Sale - Eq. 13,679 Jumpers Hole 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 9th day of May, 1961. The first insertion being made the 13th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.
By Marie Tate

FILED
1961 MAY -8 PM 3:56

LIBER 133 PAGE 474

CLARA B. DANIELS and JAMES E. DANIELS, her husband 332A Woodland Road Millersville P.O., Maryland	*	
CHARLES J. BOLM and LOIS BOLM, his wife Box 565, Whitney's Landing Severna Park, Maryland	*	
ANNETTE B. BOWEN and EDWARD A. BOWEN, her husband 332C Woodland Road Millersville P.O., Maryland	*	
BARBARA B. STEPPE and JOHN F. STEPPE, her husband 331 Woodland Road Millersville P.O., Maryland Complainants	*	IN THE CIRCUIT COURT
vs	*	FOR
GEORGE A. BOLM and JEANNETTE J. BOLM, his wife Mountain Road Pasadena P.O., Maryland	*	ANNE ARUNDEL COUNTY
CHRISTIAN SCHNEBELEN and ELVA E. SCHNEBELEN, his wife Hunter's Harbor Pasadena P.O., Maryland	*	NO. 13,679 EQUITY
EDWARD SCHNEBELEN and MARGARET E. SCHNEBELEN, his wife 3124 Woodring Avenue Baltimore -14, Maryland	*	
CATHERINE S. PAUL and FRED S. PAUL, her husband 5208 Carroll Place Arbutus -27, Maryland	*	
MARIE S. RUBINSTEIN and PHILIP RUBINSTEIN, her husband 1945 Griffiss Avenue Baltimore -30, Maryland	*	
LEROY G. SCHNEBELEN, JR., Infant c/o MILDRED J. SCHNEBELEN 723 Grantley Street Baltimore -29, Maryland	*	
LINDA SUSAN SCHNEBELEN, Infant c/o MILDRED J. SCHNEBELEN 723 Grantley Street Baltimore -29, Maryland Respondents	*	

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Frank Arnold and John Demyan, Jr. appointed Trustees to make sale in these proceedings, respectfully

FILED
1961 MAY 23 AM 9:34

53

shows:

That under and by virtue of a Decree of the Circuit Court of Anne Arundel County, Equity Case No. 13,679; the said Frank Arnold and John Demyan, Jr., appointed Trustees to make sale of the property in said proceedings; 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 Decree and of the law for such cases made and provided, offered the property in these proceedings at public auction, on the premises, at Jumpers Hole Road, Earleigh Heights, Maryland, Tuesday, May 9th, 1961, at 11:00 A.M. and then and there sold the said property to Edward Kinder, Henry Kinder, Jr., August Kinder and Albert Kinder, as Joint Tenants, and not as tenants in common; at and for the sum of Ten Thousand Seven Hundred ($10,700.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

All that parcel of ground and improvements thereon, situate on the West side of Jumpers Hole Road, Earleigh Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the outlines thereof at a point (in the Cawley or Burton Farm called Solomons Range in the Third Election District of Anne Arundel County, State of Maryland) formerly the Southwest corner of a lot of 5 acres sold and conveyed to Annie Slimback, thence running North 46 perches to the private road leading to Mrs. Schnider's Place, thence with it, West 23 perches to the Schnider land, thence with it South 64 perches to the land sold to Andrew Schroeder, thence with the same South 31 perches to Charles Zonka's land, thence with it North 18 perches to the Slimback purchase, thence with it due West 9 perches to the place of beginning. Containing 10 acres plus 16 square perches of land, more or less.

SAVING AND EXCEPTING THEREFROM, HOWEVER, the fifty-four hundredths of an acre of land as Described in a Deed from Charles

Bolm and Eleanor Bolm, his wife, to George A. Bolm and Jeannette Bolm, his wife, dated May 8, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 72, folio 179.

AND the said Trustees further report that they have received from the purchaser a deposit as required by the terms of said sale, which are as follows:

TERMS OF SALE: A Deposit of $500.00 in cash, 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 at the rate of Six percent 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.

AND the said Trustees further state that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

Frank Arnold

Frank Arnold

John Demyan

John Demyan, Jr.
Trustees appointed to make sale

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 Frank Arnold and John Demyan, Jr., appointed Trustees to make sale and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of their knowledge and belief, and that the Sale was fairly made.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

AMELIA H. TUBMAN
Notary Public

55

ORDER NISI

LIBER 133 PAGE 477

CLARA B. DANIELS and
JAMES E. DANIELS, her husband, et al
versus
GEORGE A. BOLM and
JEANNETTE J. BOLM, his wife, et al

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,679 Equity

Ordered, this 23rd day of May, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Frank Arnold and John Demyan, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $ 10,700.00

FILED: MAY 23 AM 9:34

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

CLARA B. DANIELS and
JAMES E. DANIELS, her husband, et al
versus
GEORGE A. BOLM and
JEANNETTE J. BOLM, his wife, et al

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

O Bowie Duckett
JUDGE.

FILED
1961 JUL -6 AM 9:58

OFFIC - OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 478

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed Order Nisi - Sale - Eq 13,679 Clara B. Daniels vs George A. Bolm

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1961. The first insertion being made the 25th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 21316 1961 JUL -3 PM 3:55

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,679 Equity

CLARA B. DANIELS and JAMES E. DANIELS, her husband, et al

versus

GEORGE A. BOLM and JEANNETTE J. BOLM, his wife, et al

Ordered, this 23rd day of May, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Frank Arnold and John Demyan, Jr., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $10,700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-15

In the Case of

Clara B. Daniels

and

James E. Daniels, her husband, et al

vs.

George A. Bolm

and

Jeannette J. Bolm, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 13,679 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura L. Eckling
Auditor.

August 28, 1961

FILED

1961 SEP -1 PM 2:23

58

Dr. Clara B. Daniels and James E. Daniels, her husband, et al Vs. George A. Bolm and Jeannette J. Bolm, his wife, et al — in ac.

To Trustees for Commissions, viz:	354	57	354	57
To Trustees for Court costs,,viz:				
Plaintiffs' Solicitors' appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	122	75		
Gilbert G. Miller - Sheriff's costs	13	30		
Jos. C. Deegan - Sheriff's costs	26	80		
Jos. W. Alton, Jr. - Sheriff's costs	11	60		
Mildred J. Schnebelen - Guardian ad Litem's fee	4	00		
Malcolm B. Smith - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	10	00		
Auditor - stating this account and two copies	54	00	272	45
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	71	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	14	36		
Globe Indemnity Co. - bond premium	56	00		
Robert H. Campbell - auctioneer's fee	45	00		
Charles F. Lee - appraisal and testimony	46	65		
Lucille Hall - appraisal and testimony	46	65		
Clerk of Court - certified copies of deeds	4	50		
Register of Wills - certified copy of Will of Charles C. Bolm, Sr.	3	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	12	10		
Amelia H. Tubman - notary fees	1	00	334	07
To Trustees for Taxes, viz:				
1958 State and County taxes, interest, advertising and tax sale costs	123	62		
1959 State and County taxes and interest	117	91		
1960 State and County taxes and interest	121	79		
1961 State and County taxes ($115.71) - adjusted to 5/9/61	40	50	403	82
BALANCE FOR DISTRIBUTION - $9,454.09				
Distributed to the heirs at law of Edward Andrew Bolm, who died, intestate, 10/12/57, as follows:				
1. To George A. Bolm, brother - one-third $ 3,151.36; Less 7½% collateral inheritance tax 236.35	2,915	01		
2. To Clara B. Daniels, niece - one-twelfth $ 787.84; Less 7½% collateral inheritance tax 59.09	728	75		

59-60

3. To Charles J. Bolm, nephew - one-twelfth	$ 787.84				
Less 7½% collateral inheritance tax	59.09	728	75		
4. To Annette B. Bowen, niece - one-twelfth	$ 787.84				
Less 7½% collateral inheritance tax	59.09	728	75		
5. To Barbara B. Steppe, niece - one-twelfth	$ 787.84				
Less 7½% collateral inheritance tax	59.09	728	75		
6. To Christian Schnebelen, nephew - one-fifteenth	$ 630.27				
Less 7½% collateral inheritance tax	47.27	583	00		
7. To Edward Schnebelen, nephew - one-fifteenth	$ 630.27				
Less 7½% collateral inheritance tax	47.27	583	00		
8. To Catherine S. Paul, niece - one-fifteenth	$ 630.27				
Less 7½% collateral inheritance tax	47.27	583	00		
9. To Marie S. Rubinstein, niece - one-fifteenth	$ 630.27				
Less 7½% collateral inheritance tax	47.27	583	00		
10. To Leroy G. Schnebelen, grand-nephew- one-thirtieth	$ 315.14				
Less 7½% collateral inheritance tax	23.63	291	51		
11. To Linda S. Schnebelen, grand-niece - one-thirtieth	$ 315.15				
Less 7½% collateral inheritance tax	23.64	291	51		
To George I Nutwell, Register of Will total collateral inheritance tax		709	06	9,454	09
				10,819	00

with

Frank Arnold and John Demyan, Jr., Trustees

Cr.

1961						
May	9	Proceeds of Sale	10,700	00		
		Interest on deferred payment of $10,200.00 to 7/19/61	119	00	10,819	00
					10,819	00

ORDER NISI LIBER 133 PAGE 483

Clara B. Daniels and
James E. Daniels, her husband,
et al
VERSUS
George A. Bolm
and
Jeannette J. Bolm, her husband,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,679 Equity

FILED SEP -1 PM 2:23 1961

ORDERED, This 1st day of ~~August~~ September, 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 9th day of ~~September~~ 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 9th day of ~~September~~ October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of October, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

1961 OCT 10 PM 4:27

D. Brown Duckett

LIBER 133 PAGE 484

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,679 EQUITY

Clara B. Daniels and
James E. Daniels, her husband,
et al

versus

GEORGE A. BOLM
and
JEANETTE J. BOLM, her husband, et al

Ordered, this 1st day of September, 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 9th 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 9th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1961

We hereby certify, that the annexed

Order Nisi Eq. 13,679

Auditor Account

George A. Bolm

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of October, 1961. The first insertion being made the 7th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23495 1961 SEP 28 PM 12:37 By A. Tilghman

64

PETITION FOR FORECLOSURE

LIBER 133 PAGE 485

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

VS.

Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife Lot 19 - Terrace Gardens, Anne Arundel County, Maryland and Jessie L. Adams and Hertha S. Adams, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL

COUNTY

No. 14,377 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 17th day of June A. D. 1959 the defendant executed and delivered to Progress Federal Savings and Loan Association a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $ 14,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That said Mortgagors have defaulted for a period of more than 60 days in making payments on account of said Mortgage indebtedness as specified in said Mortgage, and have continued said default to the date hereof.

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.

Paul F. Due

Paul F. Due

Attorney for Plaintiff

FILED

1961 MAY -9 AM 10:09

LIBER 133 PAGE 486

BOOK 1305 PAGE 328

No. 14,377 Equity

This Mortgage, Made this 17th day of June, in the year one thousand, nine hundred and fifty-nine, between Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS 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 Fourteen thousand five hundred and 00/100 ($14,500.00)------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 in the manner following:

By the payment of One hundred and twenty-nine and 00/100 ($129.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall 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.

Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a "late charge" not to exceed 4% (four) of any installment which is not paid within 20 (twenty) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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. 19, as shown on the Plat of Terrace Gardens; which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 26.

BEING one of the lots which by Lease of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was leased and demised by Jessie L. Adams, and Hertha S. Adams, his wife, unto Conduit, Inc. SEE ALSO ASSIGNMENT of even date herewith and recorded or intended to be recorded among said Land Records immediately prior hereto from Conduit, Inc., unto the mortgagors herein.

JESSIE L. ADAMS, and Hertha S. Adams, his wife, join in this mortgage to subject the annual rent or reversion in and to the hereinabove described property to the lien of this mortgage, it being the intention of mortgagors and the said Jessie L. Adams and Hertha S. Adams, his wife, that said mortgage shall be on the fee simple interest of the persons executing this mortgage, provided however that the said Jessie L. Adams and Hertha S. Adams, his wife and neither of them shall be liable for repayment of the sum secured.

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1961 MAY -9 AM 10:09

NOTWITHSTANDING any other provision of this mortgage

SW 2356

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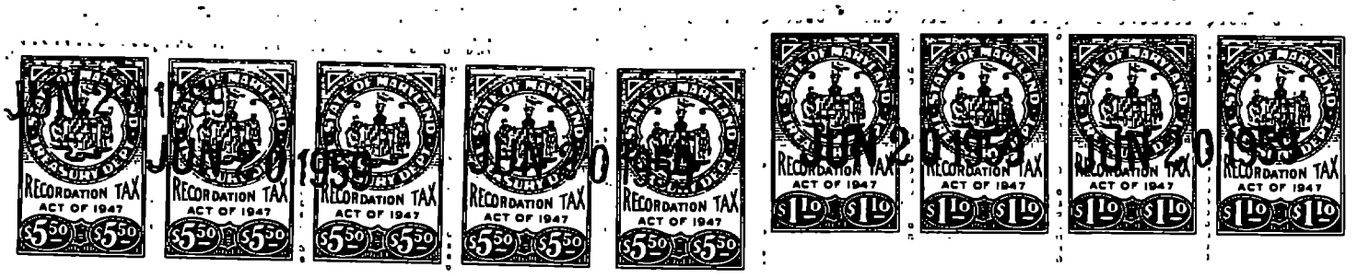
it is agreed and understood that 1. interest only shall be paid monthly at the rate of 6% on the first day of each and every month until the earlier of the following events: a) the first of the month following completion and occupancy of improvements contemplated to be made on the hereinabove described property, or b) December 1, 1959.



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.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the benefits of renewal for any subject to the payment of the yearly rent of~~ IN FEE SIMPLE.

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, 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; 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; (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 interest herein above specified 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, his 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, his 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, 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; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity; and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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 consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty Dollars, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus, (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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.

WITNESS the hands and seal s of the said Mortgagor s

WITNESS:

Sarah C. Kirby

Artemis W. Ratcliffe (SEAL)

Imogene L. Ratcliffe (SEAL)

Jesse L. Adams (SEAL)

Hertha S. Adams by Jesse L. Adams, attorney in fact (SEAL)

4

5

LIBER 133 PAGE 489

BOOK 1305 PAGE 331

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of June, 1959, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City aforesaid~~ County of Baltimore, personally appeared Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife

the Mortgagor s, named in the aforegoing mortgage, satisfactorily proven to be the person s whose name s are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Clayton Demarest, Jr., 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. Also appeared Jessie L. Adams and Hertha S. Adams, his wife; and acknowledged their signatures as foresaid.

AS WITNESS my hand and Notarial Seal.

Sarah C. Kirby
Notary Public.

My commission expires May 1, 1961.

11-00

Rec'd for record June 20, 1959 at 9:30 AM.
Mailed to Due, Nickerson, Whiteford & Taylor

4 A

MORTGAGE

FROM

ARTEMIS W. RATCLIFFE AND IMOGENE L. RATCLIFFE, HIS WIFE

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record ..... at ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... one of the Land Records of Baltimore City, and examined per ..... Clerk.

Cost of Record, $ 11.00

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

Charles

STATEMENT OF MORTGAG CLAIM

LIBER 133 PAGE 490

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

vs.

Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife Lot 19 - Terrace Gardens Anne Arundel County, Maryland and Jessie L. Adams and Hertha S. Adams, his wife

DOCKET ..... FOLIO .....
CASE NO. 14,377 Equity
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	$14,500.00
Add: Interest	925.53
Taxes, Late Payment Charges, Ground Rent and Insurance	323.20
	$15,748.73
Less: Payments to date	939.80
AMOUNT DUE	$14,808.93

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th 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 Leonard E. Mason, Vice President of Progress Federal Savings and Loan Association 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,

Joyce D. Bruce
Notary Public.

FILED
1961 MAY -9 AM 10:09

6

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

LIBER 133 PAGE 491

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
Anne Arundel County, Md.

Progress Federal S. & L. Ass'n

Baltimore 1, Maryland

vs.

Artemis W. Ratcliffe and Imogene Ratcliffe

Lot 19, Terrace Gardens
Anne Arundel County, Maryland and
Jessie L. Adams and Hertha S. Adams, his wife

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

14,377 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared L. E. Mason, Jr. - Vice President - Progress Federal S. & L. Ass'n - Baltimore 1, Maryland

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.

L. E. Mason Jr.
L. E. Mason, Jr., Vice President
Affiant.

Subscribed and sworn to before me
this 28th day of April 1961

Frank C. Vesely
Frank C. Vesely
Notary Public

My Commission Expires on May 6, 1963

FILED

1961 MAY -9 AM 10:09

7

LIBER 133 PAGE 492

DECREE FOR SALE OF MORTGAGE PREMISES

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

vs.

Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife Lot 19 - Terrace Gardens Anne Arundel County, Maryland and Jessie L. Adams and Hertha S. Adams, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL

COUNTY

TERM, 19

No. 14,377 Equity

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

It, is, Thereupon, This 9th day of May, in the year nineteen hundred and sixty-one, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Phillips be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of these proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by hi msel f and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~City of Baltimore~~ County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which ~~shall be exclusively cash, the balance in two equal installments payable in one and two years, or at the option of the purchaser payable in cash, the credit payment to be secured by the 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 h is trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

D Brian Duckett
Judge

FILED

1961 MAY -9 PM 3:37

8.

Trustee's Bond

No. 14,377 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 10 PAGE 590 LIBER 133 PAGE 493

THAT WE John J. Phillips, Suite 200, Meyerhoff Building, 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 Fifteen Thousand and No/100 - - - - - - - - - - ($15,000.00) - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 5th day of May in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden John J. Phillips by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Progress Federal Savings & Loan Association

vs.

Artemis W. Ratcliffe and Imogene L. Raycliffe, his wife and Jessie L. Adams and Hertha S. Adams

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John J. Phillips 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

Carol Armstrong

Carol Armstrong

John J. Phillips (SEAL)
John J. Phillips

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By A. Robinson Cohee, Jr. (SEAL)
Attorney-in-Fact
A. Robinson Cohee, Jr.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the 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~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said 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

FILED

1961 MAY -9 PM 3:49

Bond approved this 9 day of May, 1961

George T. Cromwell, Clerk

DUE, NICKERSON, WHITEFORD & TAYLOR,
Solicitors
200 Aurora Federal Bldg.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE DWELLING PROPERTY

LOT NO. 19
Terrace Gardens,
Anne Arundel County, Md.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, the undersigned, Trustee, will sell at public auction on the premises on

Wednesday,
JUNE 14, 1961
at 2:45 P.M., DST

ALL THAT FEE SIMPLE LOT OF GROUND SITUATE and lying in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 19, as shown on the Plat of Terrace Gardens; which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 26. Improved by a dwelling property.

TERMS OF SALE: CASH. A deposit of $1,000 will be required of the purchaser at time and place of sale, balance of purchase money upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from date of sale to date of settlement. All expenses to be adjusted from date of sale. Property transfer tax, if any, to be borne by purchaser.

JOHN J. PHILLIPS, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St.
Baltimore 2, Md.
PL. 2-4868 Ju-8

14,377,

LIBER 133 PAGE 494

OFFICE OF

Maryland Gazette

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 Trustee's Sale Lot No. 19 Terrace Gardens

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 June, 1961. The first insertion being made the 18th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED
1961 JUN 12 PM 2:23

No. M. G. 21,276

10

REPORT OF SALE

LIBER 133 PAGE 495

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

vs.

Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife and Jessie L. Adams and Hertha S. Adams, his wife

Lot 19-Terrace Gardens, Anne Arundel County, Md.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 14,377

To The Honorable Judge of the

Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY

The Report of Sale of John J. Phillips,

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

Lot 19 - Terrace Gardens, Anne Arundel County, Maryland

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

Maryland Gazette

a weekly ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 14th day of June 1961 at 2:45 o'clock P. M. attend on the premises and then and there sold

said Lot and the improvements thereon to Progress Federal Savings and Loan Association for the price of Thirteen Thousand Two Hundred Fifty Dollars and 00/100 ($13,250.00)

the same being in Fee Simple and it being the highest bidder therefor.

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 15th day of 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. Phillips,

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

FILED

1961 JUN 16 AM 9:23

As witness my hand and Notarial Seal,

Joyce D. Bruce

Joyce D. Bruce *Notary Public.*

12

[illegible]

[illegible]

[illegible]

DUE, NICKERSON,
WHITEFORD & TAYLOR,
Solicitors
200 Aurora Federal Bldg.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE DWELLING PROPERTY

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Anne Arundel County, Md.

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JOHN J. PHILLIPS, Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St.
Baltimore 2, Md.
PL. 2-4888 Ju-8

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] of $13,250 00/100 [illegible] PROGRESS FEDERAL SAVINGS & LOAN ASSOCIATION [illegible]

[illegible]

Reg: Joseph L. Cooper
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] of $13,250 00/100 [illegible]

[illegible]

[illegible]

Progress Federal Savings & Loan Association
200 W. Saratoga St. (1)
Baltimore [illegible]
Per Louis C. Reinhardt
[illegible] Pres

FILED
1961 JUN 16 AM 9:23
Test: J. L. Adams

LIBER 133 PAGE 496

11

ORDER NISI

LIBER 133 PAGE 497

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

versus

Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife and Jessie L. Adams and Hertha S. Adams, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,377 Equity

Ordered, this 16th day of June, 19 61, That the sale of the Property in these proceedings mentioned made and reported by John J. Phillips, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of July next.

The report states that the amount of sale was $ 13,250.00

George T. Cromwell Clerk.

True Copy,

FILED
1961 JUN 16 AM 9:23

TEST: _____ Clerk.

(Final Order)

Progress Federal Savings & Loan Association, a body corporate of the State of Maryland

versus

Artemie W. Ratcliffe and Imogene L. Ratcliffe, his wife and Jessie L. Adams and Hertha S. Adams, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 25th 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 required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1961 JUL 25 PM 2:36

13

LIBER 133 PAGE 498

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14.377 Equity
Progress Federal Savings & Loan Association, a body corporate of the State of Maryland
versus
ARTEMIS W. RATCLIFFE and IMOGENE L. RATCLIFFE, his wife and
Jessie L. Adams and Hertha S. Adams, his wife

Ordered, this 16th day of June, 1961, That the sale of the Property in these proceedings mentioned made and reported by John J. Phillips, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of July next.

The report states that the amount of sale was $13,250.00.

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1961

We hereby certify, that the annexed Order Nisi Sale Eq 14,377 Artemis W. Ratcliffe,

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 July, 1961. The first insertion being made the 22nd day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 21907 1961 JUL 18 PM 12:44

14.

In the Case of

Progress Federal Savings & Loan Association, a body corporate

vs.

Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 14,377 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

September 5, 1961

FILED

1961 SEP -7 PM 3:18

15

Dr. Progress Federal Savings & Loan Association, a body corporate, vs. in ac.
Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife, et al

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	430	20	480	20
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	13	50	52	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	36	90		
Maryland Casualty Co. - bond premium	60	00		
Alex Cooper - auctioneer's fee	15	00		
One-half Federal documentary stamps	7	42		
One-half State documentary stamps	14	85		
Joyce D. Bruce - notary fees	1	50	206	43
To Trustee for Taxes, viz: 1961 State and County taxes adjusted - 5 months 14 days	124	10	124	10
To Progress Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,476	36	12,476	36
			13,339	84
Amount of mortgage claim filed	14,808	93		
Interest thereon @ 6% to 9/1/61 - 3 months	222	13		
	15,031	06		
Cr. Amount allowed above	12,476	36		
Balance subject to decree in personam	2,554	70		

14

with John J. Phillips, Trustee Cr.

1961						
June	14	Proceeds of Sale	13,250	00		
		Interest on deferred payment of $12,250.00 - 44 days	89	84	13,339	84
					13,339	84

17

ORDER NISI LIBER 133 PAGE 502

Progress Federal Savings and Loan Association

VERSUS

Artemis W. Ratcliffe and Imogene L. Ratcliffe, his wife and Jesse L. Adams and Hertha S. Adams his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,377 Equity.

ORDERED, This 7th day of September, 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 16th 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 16th day of October next.

George T. Cromwell

FILED 1961 SEP -7 PM 3:18

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of October, 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 OCT 17 PM 3:49

D. Morris Duckett

18

LIBER 133 PAGE 503

Order Nisi

IN THE
CIRCUIT COURT
FOR
FOR
ANNE ARUNDEL COUNTY
NO. 14,377 EQUITY

Progress Federal Savings and Loan Association

versus

ARTEMIS W. RATCLIFFE and IMOGENE L. RATCLIFFE, his wife

Jesse L. Adams and Hertha S. Adams his wife

Ordered, this 7th day of September, 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 16th 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 16th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-28

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1961

We hereby certify, that the annexed Order Nisi Eq. 14,377 Auditor's Account of Artemis W. Ratcliffe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of October, 1961. The first insertion being made the 14th day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 OCT -2 PM 3:45

By: [illegible]

No. M. G. 22170

19

In the Matter of the Sale of the Mortgaged Real Estate of LOUIS E. FEEZER and VIRGINIA M. FEEZER, His Wife, Andover & Nursery Roads, Linthicum, Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14374

MR. CLERK:

Kindly docket suit in the above-entitled cause and file Mortgage, dated May 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 923, Folio 192, 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
1961 MAY -9 AM 9:55

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—47

No. 14,374 Equity

This Mortgage, Made this 3rd day of May, in the year one thousand nine hundred and fifty-five between Louis E. Feezer and Virginia M. Feezer, his wife,

of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the Maryland National Building and Loan Association, Inc., a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate - - - - - - - - - - -

have received therefrom an advance of Twelve Hundred and no/100 ($1200.00) - Dollars

on ~~eleven~~ twelve share s of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

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

do grant unto Maryland National Building and Loan Association, Inc.,

and its successors and assigns, all that

piece or parcel of ground situate and lying in the Fifth Election District Anne Arundel County

~~xxxxxxxxxxxxxxxxxxxx~~

and described as follows: BEGINNING for the same at a stone planted at or near a small Black Jack and running thence with and binding on one of the outlines of the Doctor McElhiney's land reverse the courses thereof, North 19½ degrees East 12 perches to a double white oak; thence South 77 degrees East 12 perches to a bounded pine tree; thence South 19 degrees West 12 perches to intersect the second course of the aforesaid tract of land wherein the first boundary is situated, and thence with a straight line to the beginning. Containing, as now laid out for one acre of land, more or less, located on Andover Road, near Linthicum Heights, formerly known as the Winterson School property.

BEING the same ground which by deed, dated August 13, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 484, folio 384, was conveyed by Frankie Wilson, widow, to said Louis E. Feezer and Virginia M. Feezer, his wife.

FILED

1961 MAY -9 AM 9:55

Complainant's Exhibit A.

2

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, in fee simple.

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

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said Maryland National Building and Loan Association, Inc., its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns monthly the sum of one dollar eight cents on each of said twelve shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said twelve shares, and also to pay monthly the sum of fifty-two - - - - - 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 Twelve 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 MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Five Dollars and Fifty cents monthly 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 by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

AND the said Mortgagor shereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Frankie Wilson, 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 Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same. (4) 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 hand s and seal s of the said Mortgagor s:

TEST:

Frankie D. Wilson
Frankie D. Wilson

Louis E. Feezer (SEAL)
Louis E. Feezer

Virginia M. Feezer (SEAL)
Virginia M. Feezer

(SEAL)

LIBER 923 PAGE 194

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS:

I HEREBY CERTIFY, that on this 3rd day of May in the year one thousand nine hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Louis E. Feezer and Virginia M. Feezer, his wife the Mortgagor s named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Walton D. Wilson, President Maryland National Building and Loan Association, Inc., and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Recorded: May 3, 1955 at 1.35 P.M.

Frankie D. Wilson
Frankie D. Wilson, Notary Public.

4

In the Matter of the Sale of the Mortgaged Real Estate of Louis E. Feezer and Virginia M. Feezer, His Wife, Andover & Nursery Roads, Linthicum, Maryland.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 14374

. . . . . .

STATEMENT OF MORTGAGE ACCOUNT

Balance due on Mortgage dated May 3, 1955 (JHH 923, Folio 192)

From: Louis E. Feezer and Virginia M. Feezer, His Wife

To: Maryland National Building & Loan Association, Inc.

Balance due $669.03

Interest for February, March, April, May, 1961. 14.56

May 8, 1961 . . . . . $683.59

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

By: Walton D. Wilson
Walton D. Wilson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of May, 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.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

FILED

1961 MAY -9 AM 9:55

LIBER 133 PAGE 509

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,374 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 8th 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, 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 defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

are both deceased,

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 8th day of May, 19 61.

Notarial Seal

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

My Commission will expire on:

May 6, 1963

Filed,

FILED

1961 MAY -9 AM 9:55

6

Frankie Wilson, Attorney No. 14374 Equity
25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland

LIBER 133 PAGE 510

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
LOUIS E. FEEZER AND VIRGINIA M. FEEZER, HIS WIFE.
ONE ACRE OF LAND, MORE OR LESS, AND IMPROVEMENTS, IN FEE SIMPLE,
ANDOVER ROAD, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a Mortgage from Louis E. Feezer and Virginia M. Feezer, His Wife, to Maryland National Building & Loan Association, Inc., dated May 3, 1955, and duly recorded among the Land Records of Anne Arundel County in Liber JHH 923, Folio 192 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the premises, on

FRIDAY
J U N E 9, 1961
3:00 P.M.

all that lot of ground and improvements thereon located on Andover Road near Linthicum Heights, Fifth Election District, A. A. Co., and described as follows:

BEGINNING for the same at a stone planted at or near a small Black Jack and running thence with and binding on one of the outlines of the Doctor McElhiney's land reverse the courses thereof, North 19½ degrees East 12 perches to a double white oak; thence South 77 degrees East 12 perches to a bounded pine tree; thence South 19 degrees West 12 perches to intersect the second course of the aforesaid tract of land wherein the first boundary is situated, and thence with a straight line to the beginning. Containing, as now laid out for one acre of land, more or less, located on Andover Road, near Linthicum Heights, formerly known as the Winterson School property. Improved by two frame houses and one frame garage.

BEING the same ground which by deed, dated August 13, 1948, and recorded among the Land Records of A. A. Co. in Liber JHH 484, Folio 384, was conveyed by Frankie Wilson, Widow, to said Louis E. Feezer and Virginia M. Feezer, His Wife; the said Louis E. Feezer having departed this life leaving surviving him, Virginia M. Feezer, who departed this life on, or about, July 22, 1959.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) will be required of the purchaser at time of sale, with interest at six per-cent (6%) and documentary stamps, taxes, etc. to be adjusted to date of sale, balance purchase price upon ratification.

FILED
1961 MAY -9 AM 9:55

Frankie Wilson, Attorney named in Mortgage

Robert H. Campbell,
Auctioneer

7

nd no. 75 38 046

LIBER 133 PAGE 511

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 10 PAGE 593

No. 14,374 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, 25 Baltimore-Annapolis Boulevard, P.O. Box 247, 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 Two Thousand and 00/100 ($2,000.00) - - - - - - - - - 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 9th day of May in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Frankie Wilson 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 Maryland National Building and Loan Association, Inc.

vs:

Louis E. Feezer and Virginia M. Feezer, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Frankie Wilson

do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her 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:

Walton D. Wilson

Frankie Wilson (SEAL)

(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*

MD3116a—500, 10-59 153393
Trustee's Bond

FILED

1961 MAY 11 AM 9:20

Bond approved this 11 day of May 1961

George T. Cromwell, Clerk

8

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis
Boulevard, N.W.,
Glen Burnie, Maryland

Mortgage Sale

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LOUIS E. FEEZER AND VIRGINIA M. FEEZER, HIS WIFE. ONE ACRE OF LAND, MORE OR LESS, AND IMPROVEMENTS, IN FEE SIMPLE, ANDOVER ROAD, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a Mortgage from Louis E. Feezer and Virginia M. Feezer, His Wife, to Maryland National Building & Loan Association, Inc., dated May 3, 1955, and duly recorded among the Land Records of Anne Arundel County in Liber JHH 923, Folio 192 (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at Public Auction, at the premises, on

Friday, June 9, 1961
3:00 P.M.

all that lot of ground and improvements thereon located on Andover Road near Linthicum Heights, Fifth Election District, A. A. Co., and described as follows:

BEGINNING for the same at a stone planted at or near a small Black Jack and running thence with and binding on one of the outlines of the Doctor McElhiney's land reverse the courses thereof, North 19½ degrees East 12 perches to a double white oak; thence South 77 degrees East 12 perches to a bounded pine tree; thence South 19 degrees West 12 perches to intersect the second course of the aforesaid tract of land wherein the first boundary is situated, and thence with a straight line to the beginning. Containing, as now laid out for one acre of land, more or less, located on Andover Road, near Linthicum Heights, formerly known as the Winterson School property. Improved by two frame houses and one frame garage.

BEING the same ground which by deed, dated August 13, 1948, and recorded among the Land Records of A. A. Co. in Liber JHH 484, Folio 384, was conveyed by Frankie Wilson, Widow, to said Louis E. Feezer and Virginia M. Feezer, His Wife: the said Louis E. Feezer having departed this life leaving surviving him, Virginia M. Feezer, who departed this life on, or about, July 22, 1959.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) will be required of the purchaser at time of sale, with interest at six percent (6%) 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

Ju-1

OFFIC OF

Maryland Gazette

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

LIBER 133 PAGE 512

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed
Mortgage Sale
Louis E. Feezer
14,374 Eq.
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of June, 1961. The first insertion being made the 11th day of May, 1961.

FILED
1961
JUN -6 PM 1:59

THE CAPITAL-GAZETTE PRESS, INC.
By Marie Tate

In the Matte of the Sale of the Mortgaged Real Estate of LOUIS E. FEEZER and VIRGINIA M. FEEZER, His Wife, Andover and Nursery Roads, Linthicum Heights, Maryland.

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

EQUITY NO. 14,374.

LIBER 133 PAGE 513

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale by Frankie Wilson, Attorney named in Mortgage, dated May 3, 1955, from Louise E. Feezer and Virginia M. Feezer, His Wife, to Maryland National Building & Loan Association, Inc., and duly recorded among the Land Records of Anne Arundel County in Liber JHH 923, Folio 192, 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 three weeks 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 9th day of June, 1961, at 3:00 P.M., attended on the premises and then and there sold the property described in said Mortgage, which property is more particularly described as follows:

BEGINNING for the same at a stone planted at or near a small Black Jack and running thence with and binding on one of the outlines of the Doctor McElhiney's land reverse the courses thereof, North 19½ degrees East 12 perches to a double white oak; thence South 77 degrees East 12 perches to a bounded pine tree; thence South 19 degrees West 12 perches to intersect the second course of the aforesaid tract of land wherein the first boundary is situated, and thence with a straight line to the beginning. Containing, as now laid out for one acre of land, more or less, located on Andover Road, near Linthicum Heights, formerly known as the Winterson School property. Improved by two frame houses and one frame garage.

BEING the same ground which by Deed, dated August 13, 1948, and recorded among the Land Records of A. A. Co. in Liber JHH 484, Folio 384, was conveyed by Frankie Wilson, Widow, to said Louis E.

FILED
1961 JUN 13 PM 12:19

10

Feezer and Virginia M. Feezer, His Wife; the said Louis E. Feezer having departed this life leaving surviving him, Virginia M. Feezer, who departed this life on, or about, July 22, 1959. TERMS OF SALE: Deposit of five hundred dollars ($500.00) 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
William A. Harting and Myrtle F. Harting, his wife

at and for the sum of FIVE THOUSAND ($5,000.00) dollars, the said purchaser being then and there the highest bidder, and that said sale was fairly made.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage,
25 Balto.-Annapolis Blvd., N.W.,
Glen Burnie, Md. (P. O. Box 247)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, 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.

Michael Demyan

Notary Public

MICHAEL DEMYAN NOTARY PUBLIC ANNE ARUNDEL CO.

LIBER 133 PAGE 514

11

ORDER NISI

LIBER 133 PAGE 515

In the Matter of the Sale of the
Mortgaged Real Estate of
LOUIS E. FEEZER and
versus
VIRGINIA M. FEEZER, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,374 Equity

Ordered, this 13th day of June, 19 61 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 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $ 5,000.00

Filed June 13,1961
12:19 PM
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the
Mortgaged Real Estate of
LOUIS E. FEEZER and
versus
VIRGINIA M. FEEZER, His Wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18 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.

D Bonie Duckett
JUDGE.

FILED

1961 JUL 19 PM 2:56

/2

ADDITIONAL BOND NO. 75 38 046

LIBER 133 PAGE 516

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

11 PAGE 31

No. 14374 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson, 25 Balto.-Annapolis Blvd., P. O. Box 247, 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 Three Thousand and 00/100 ($3,000.00) - - - - - - - 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 15th day of June in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, the above bounden Frankie Wilson 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 Maryland National Building and Loan Association, Inc.

vs.

Louis E. Feezer and Virginia M. Feezer, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Frankie Wilson

do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her 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:

Walter D. Wilson

Frankie Wilson (SEAL)
Frankie Wilson

(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

MD3116a—500, 10-59 153393
Trustee's Bond

FILED
1961 JUN 20 PM 3:47

Bond approved this 20 day of June, 1961

George E. Cromwell, Clerk

LIBER 133 PAGE 517

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,374 Equity

In the Matter of the Sale of the Mortgaged Real Estate of
LOUIS E. FEEZER and
VIRGINIA M. FEEZER, his wife

Ordered, this 13th day of June, 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 17th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of July next.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk

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

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1961

We hereby certify, that the annexed
Order Nisi Sale
Eq 14,374
Louis E. Feezer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of July, 1961. The first insertion being made the 15th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL -7 AM 10:09

H. Tilghman

No. M. G. 215-25

14.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~XXX~~
Louis E. Feezer
and
Virginia M. Feezer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,374 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

September 18, 1961

FILED

1961 SEP 19 AM 9:42

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Louis E. Feezer and Virginia M. Feezer, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	181	67	231	67
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	50		
Auditor - stating this account	13	50	58	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	71	76		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Fidelity & Deposit Co. of Md. -bond premium	20	00		
Robert H. Campbell - auctioneer's fee	60	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Vivian D. Schaumloeffel - notary fees	1	50	188	51
To Attorney for Taxes, viz:				
1960 State and County taxes and interest	96	19		
1961 State and County taxes and interest	91	30	187	49
To Maryland National Building & Loan Ass'n, Inc., mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	683	59		
Interest @ 6% on principal balance of $669.03 from 6/1/61 to 10/23/61 - 4 months 23 days	15	94	699	53
Balance in hands of Attorney, subject to further Order of Court	3,749	87	3,749	87
			5,115	07

with

Frankie Wilson, Attorney named in Mortgage

Cr.

1961				
June	9	Proceeds of Sale	5,000 00	
		Interest on deferred payment of $4,500.00 to 8/23/61	55 50	5,055 50
		Refund 1961 State and County taxes- 6 months 21 days	59 57	59 57
				5,115 07

17

ORDER NISI LIBER 133 PAGE 521

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Louis E. Feezer and Virginia M. Feezer, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,374 Equity.

ORDERED, This 19th day of September, 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 23rd 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 23rd day of October next.

George T. Cromwell

FILED 1961 SEP 19 AM 9:42

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24 day of October, 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 OCT 24 PM 4:11

D Bowie Duckett

18

LIBER 133 PAGE 522

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,374 Equity
In the Matter of the Sale of the Mortgaged Real Estate of
LOUIS E. FEEZER and
VIRGINIA M. FEEZER, his wife

Ordered, this 19th day of September, 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 23rd 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 23rd day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1961

We hereby certify, that the annexed

Order Nisi Eq. 14,374
Auditor Received

Louise E. Feezer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of October, 1961. The first insertion being made the 21st day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961 OCT 10 PM 1:57

No. M. G. 23417

By H. Tilghman

19

IN THE CIRCUIT COURT OF BALTIMORE CITY, MARYLAND

LIBER 133 PAGE 523

HOWARD I. NOLAN MARGARET L. NOLAN Glen Arm, Maryland Plaintiffs	:	
vs.	:	
FRANCIS P. KEOUGH, Successor to MICHAEL JOSEPH CURLEY Archbishop of Baltimore a Corporation Sole 408 N. Charles Street Baltimore, Maryland	:	No. 12,964 Equity
Associated Professors of Loyola College Baltimore, Maryland	:	Equity No. A-38297
President and Council of Mt. St. Mary's College Emmitsburg, Frederick County, Maryland	:	A-614/1958
Associated Professors of St. Mary's Seminary Baltimore, Maryland	:	
Patrick Joseph Begley 6002 Brinkley Road Oxon Hill, Maryland	:	
Edward Francis Schultz, Jr. 216 Pinehurst Road Fairfax, Wilmington 3, Delaware	:	
Helen McFadden c/o St. Francis Assisi Church 3615 Harford Road Baltimore, Maryland	:	
John Frederick Bees Fallston, Harford County, Maryland Defendants	:	

BILL OF COMPLAINT

TO SELL REAL ESTATE TO PAY PECUNIARY LEGACIES

To the Honorable, the Judges of Said Court:

Your orators complaining show to this honorable Court as follows:

1. Plaintiffs are cash legatees under the last will and testament of Edward Joseph Albert Nestor, deceased, late of Baltimore City, Maryland, whose personal estate is being administered through the Orphans' Court for Baltimore City, Maryland. A certified copy of said last will and testament is attached as

FILED 1958 NOV 17 AM 10:46

Exhibit A and prayed to be read as a part of this Bill of Complaint.

2. The defendant Patrick Joseph Begley is the duly appointed, qualified and acting Executor of the estate of the said Edward Joseph Albert Nestor, deceased.

3. The defendant Edward Francis Schultz, Jr., is a cash legatee under said will and, in addition, is the named residuary legatee.

4. The other defendants comprise the remaining cash legatees named in said will except John B. Durkin who is deceased.

5. Plaintiffs have been informed and, therefore, aver that the personal estate of said decedent after payment of debts is insufficient to pay the pecuniary legacies under the will , but that included among the assets of decedent is a parcel of real estate situated in the Third Election District of Anne Arundel County, Maryland, known as Lots 127A and 127B as shown on Revised Plat No. 1 of Belhaven Beach, Maryland, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 18, Folio 38, with improvements thereon consisting of an incomplete frame cottage having living room, dining room and two bedrooms.

6. Plaintiffs further aver that said real estate has been appraised by the Orphans' Court of Baltimore City, Maryland, for $3,800.00 and that at present there is an encumbrance in the form of a deed of trust against the property amounting to approximately $2,000.00 held by the Capital Savings and Loan Association, Baltimore, Maryland. Said appraisal is contained in the real inventory filed in the Orphans' Court of Baltimore City and a certified copy thereof is attached as Exhibit B and prayed to be read as a part of the Bill of Complaint.

7. Your orators are advised and therefore aver that since said real estate has not been specifically devised by the will of said deceased, under Article 93, Section 361 of the Maryland Code of Laws, said real estate is chargeable with the payment of pecuniary legacies because the personal estate of decedent is insufficient to pay same after payment of debts.

2

WHEREFORE, the premises considered, your orators pray:

1. That this Court appoint a trustee to sell said property by public or private sale at the best price obtainable and to apply the net proceeds of the sale to the payment of the cash legacies set forth in the will of Edward Joseph Albert Nestor, deceased.

2. For such other and further relief as may be necessary and proper.

David C. Allshouse
Attorney for Plaintiffs
2327 Pa. Ave. S.E.
Washington, D.C.
(4590 St. Barnabar Rd. S.E.
Temple Hill, Maryland)

Howard I. Nolan

Margaret L. Nolan

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Howard I. Nolan and Margaret L. Nolan, the plaintiffs named in the foregoing Bill of Complaint and being duly sworn according to law, did depose and state that the allegations in said Bill of Complaint are true to the best of their knowledge and belief.

Subscribed and sworn to before me this 30th day of July, 1958.

(SEAL PLACE) — Robert D. Sewell - Notary Public
My Comm. Exp. 5/4/59

EXHIBIT "A"

LIBER 133 PAGE 526

No. 12,964 Equity

LAST WILL AND TESTAMENT OF

EDWARD JOSEPH ALBERT NESTOR

STATE OF MARYLAND

CITY OF BALTIMORE

In the Name of the Father and of the Son and of the Holy Ghost, Amen.

I, Edward Joseph Albert Nestor, a citizen and resident of the State of Maryland, being of sound and disposing mind and memory, do make, ordain, publish and declare this as and for my last Will and Testament, hereby revoking all Wills and instruments of a testamentary nature, heretofore made.

Item 1. I will and direct that my executor hereinafter named shall pay all my just debts and funeral expenses.

Item 2. My will and wish is to be buried in the Cathedral Cemetery in Baltimore in the lot owned in the named of Mrs. Ella C. Nestor, to wit Section SS No. 416, in the space next to the grave of my father Edward Nestor.

Item 3. I will and direct that my Executor hereinafter named shall have my name and date of death inscribed on the family tombstone.

Item 4. I will and devise the sum of one thousand ($1,000.00) dollars to Most Reverend Michael Joseph Curley, Roman Catholic Archbishop of Baltimore, for the time being or to his successor in the Archiepiscopal See of Baltimore, according to the dicipline and government of the Roman Catholic Church, a corporation sole, for him to have celebrated five hundred (500) Masses for the eternal repose of my soul and the souls of my father Edward Nestor, my mother, Ella Cecilia Durkin Nestor and my sister Katharine Angela Nestor.

Item 5. I will and devise all my clothing and personal effects to the Rev. Joseph Charles Eckert of Washington, D.C. to dispose of as he sees fit.

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Item 6. I will and devise my entire library of books, Pamphlets, magazines and reviews to the Reverend Joseph Charles Eckert of Washington, D.C.

Item 7. I will and devise my Chalice, the gift of my late mother and sister to the Most Reverend Michael Joseph Curley, Archbishop of Baltimore, or to his successor in office for the perpetual use of the Sisters Convent Chapel of the Holy Comforter Roman Catholic Church, Washington, D.C.

Item 8. I will and devise my sacred pyxer and Holy Oil stocks, and all my personal liturgical vestments and apportenances to the Rev. Joseph Charles Eckert, of Washington D.C. to dispose of as he sees fit.

Item 9. I will devise all my personal papers and manuscripts to the Rev. Patrick J. Begley of Washington, D.C.

Item 10. I will and devise all my household furniture, china ware, glass ware and silver ware, owned by me, to the Most Reverend Michael Joseph Curley, Archbishop of Baltimore or to his successor in office, for the use of the Rectory of the Church of St. Francis of Assisi, Baltimore, Md.

Item 11. I will and devise my two large antique brass candlesticks (family heirloom) my bronze crucifix my gold chain and statue of the Blessed Virgin Mary to Edward Francis Schultz, Jr., of 2406 Kentucky Ave., Baltimore, Md.

Item 12. I will and devise the sum of seven hundred ($700.00) dollars to the Associated Professor of Loyola College, Baltimore, Md, for the Loyola Memorial Chapel.

Item 13. I will and devise the sum of four hundred ($400.00) dollars to the President and Council of Mt. St. Marys College, Emmittsburg, Frederick County, Md.

Item 14. I will and devise the sum of four hundred ($400.00) dollars to the Most Reverend Michael Joseph Curley, Archbishop of Baltimore, or to his successor in office, and I request that he use the same for the benefit of the Church of St. Francis of Assisi,

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Baltimore, Md.

Item 15: I will and devise the sum of one thousand ($1,000.00) dollars to the Associated Professors of St. Marys Seminary in Baltimore City.

Item 16: I will and devise to the person named below the following amounts, and in the event that any of them predecease me, such provision made for him or her shall go as the residue of my estate, as provided hereafter.

To Edward Francis Schultz, Jr., of 2406 Kentucky Ave. Baltimore Md. the sum of one thousand ($1,000.00) Dollars.

To John B. Durkin, my uncle, of Baltimore, Md. the sum of one hundred ($100.00) dollars.

To Helen McFadden, of 3615 Harford Road, housekeeper at St. Francis of Assisi Rectory, Baltimore, Md., the sum of one hundred ($100.00) dollars.

To Howard D. Nolan, of Glen Arm, Baltimore County, Md., the sum of one hundred ($100.00) dollars.

To Margaret L. Nolan, of Glen Arm, Baltimore County, Md., the sum of one hundred ($100.00) dollars.

To John Frederick Boes, of Fullerton, Harford County, Md., the sum of one hundred ($100.00) dollars,

Item 17: I give, devise and bequeath to Edward Francis Schultz, Jr., of 2406 Kentucky Ave., Baltimore, Md., all the rest and residue of my property, real and personal, of whatever kind and wherever situated, provided however that should the said Edward Francis Schultz, Jr., predecease me, then I give, devise and bequeath all the rest and residue of my property to the Rev. Patrick Joseph Begley of Washington, D.C.

Item 18: I hereby nominate, constitute and appoint Patrick Joseph Begley of 727 Fifth Street, N.W. Washington D.C. as Executor of this my last Will and Testament, and direct that no bond be required of him as such Executor.

In witness whereof I have set my hand and seal this 27th day

6

of September, 1946.

Edward Joseph Albert Nestor

Signed, Sealed, Published and Declared by Edward Joseph Albert Nestor, as and for his last Will and Testament in the presence of us who in his presence and in the presence of each other at his request have subscribed our names as witnesses.

Gloria M. Eckert
508 Quackenbos N.W.
Washington, 11, D.C.

Alice E. Moore
601 Orkney Rd.
Baltimore, Md.

Robert E. Eckert
508 Quackenbos, N.W.
Wash. 11, D.C.

Baltimore City, ss.

On the 25th day of June, 1954, came J. Paul Mudd and made oath in due form of law, that he does not know of any Will or Codicil of Edward Joseph Albert Nestor late of said City, deceased, other than the above instrument of writing, and that the same was delivered to him after the Testator's death by Patrick Joseph Begley, the Executor named in the Will; and that the said Edward Joseph Albert Nestor departed this life on the 27th day of April, 1954.

SWORN TO before the subscriber.

LEROY C. SHAUGHNESSY
Register of Wills for Baltimore City.

Baltimore City, ss.

On the 18th day of September, 1954, came Gloria M. Eckert and Robert E. Eckert the two subscribing witnesses to the aforegoing last Will and Testament of Edward Joseph Albert Nestor late of said city, deceased, and made oath in due form of law, that they did see Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they, together with Alice E. More the other subscribing witness thereto (whereabouts unknown) subscribed their names as

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witnesses to this Will in his presence at his request; and in the presence of each other.

SWORN TO before the subscriber.

LEROY C. SHAUGHNESSY
Register of Wills for Baltimore City

In the Orphans' Court of Baltimore City:

The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of Edward Joseph Albert Nestor, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 1st day of November, 1954, that the same be admitted in this court as the true and genuine last Will and Testament of the said Edward Joseph Albert Nestor, deceased.

LEROY C. SHAUGHNESSY
Register of Wills for Baltimore City

State of Maryland

Baltimore City, ss.

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of The Last Will and Testament of Edward Joseph Albert Nestor late of said city, deceased, together with the proofs and probate thereof etc., taken from Wills Liber L.C.S. No. 254 Folio No. 76, etc., being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 17th day of July, in the year of our Lord nineteen hundred and fifty-eight.

(COURT SEAL)

Leroy C. Shaughnessy
Register of Wills for Baltimore City.

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EXHIBIT "B"

No. 12,964 Equity

A True and Perfect Inventory

of all the REAL ESTATE, subject to Inheritance Tax of Edward Joseph Albert Nestor late of Baltimore City, deceased, appraised by the subscribers, Benjamin Schindler, Charles E. Lloyd jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate thereto annexed.

All these lots of ground, situated in Anne Arundel County, known as Lots, 127A and 127B. Belhaven Beach, Anne Arundel County, Liber J.H.H. No. 768, folio 574. $3,800.00

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

In Testimony all of which, we hereunto subscribe our names, and affix our seals, this 7th day of December, 1954.

Benjamin Schindler (SEAL)

Charles E. Lloyd (SEAL)

Appraisers

The undersigned, Patrick J. Begley, Executor of Edw. Joseph Albert Nestor, deceased, hereby returns to the Register of Wills for Baltimore City, the aforegoing Inventory, which contains a full and particular statement of all the REAL ESTATE of the said deceased that is subject to Inheritance Tax.

Patrick J. Begley
Executor

Subscribed and
SWORN to before me 8th day of Dec. 1954.

T. Paul Mudd
Notary Public, D.C.

FILED
1958 NOV 17 AM 10:47

Approved by the Orphans' Court of Baltimore City on the 13th day

of December, 1954.

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

State of Maryland

Baltimore City, ss.

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of The Real Inventory Estate of Edward Joseph Albert Nestor late of said city, deceased, taken from Inventory Liber L.C.S. No. 326 Folio No. 56 etc., being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 31st day of May, in the year of our Lord nineteen hundred and fifty-five.

(COURT SEAL)

— Leroy C. Shaughnessy
Register of Wills for Baltimore City.

10

IN THE CIRCUIT COURT OF BALTIMORE CITY, MARYLAND

HOWARD I. NOLAN MARGARET L. NOLAN Plaintiffs	:	No. 12,964 Equity
vs.	:	
FRANCIS P. KEOUGH, Successor to MICHAEL JOSEPH CURLEY Archbishop of Baltimore a Corporation Sole et al Defendants	:	Equity No. A-38297 A-614-1958

* * * * * * *

DECREE APPOINTING TRUSTEE TO MAKE SALE

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

It is thereupon, this 21st day of August, in the year nineteen hundred and fifty-eight by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, that Lots 127A and 127B on Revised Plat No. 1 of Belhaven Beach, Anne Arundel County, Maryland, with improvements thereon, the property mentioned in these proceedings be sold, that David S. Allshouse 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, in the penalty of Four Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be a deposit of $200.00, balance cash upon ratification of the sale by Court or said trustee may sell at private sale provided no private sale shall be made for less than the appraised value of said property

1958 NOV 17 PM 10:47 FILED

as shown by the affidavits of value filed in this case 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 such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such 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.

John T. Tucker

Judge

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IN THE CIRCUIT COURT OF BALTIMORE CITY, MARYLAND

HOWARD I. NOLAN MARGARET L. NOLAN Plaintiffs	:	No. 12,964 Equity
vs.	:	Equity No. A-38297
FRANCIS P. KEOUGH, Successor to MICHAEL JOSEPH CURLEY Archbishop of Baltimore A Corporation Sole, et al Defendants	:	A-614/1958

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of David S. Allshouse, Trustee, appointed by the decree in the above entitled cause, to make sale of Lots 127A and 127 B, as shown on Revised Plat No. 1 of Belhaven Beach, Anne Arundel County, Maryland, with improvements thereon, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as described by said decree, which was duly approved, has sold said property at private sale, as permitted by said decree, to Martin C. Carnell for the sum of $3200.00, all cash, subject to the ratification of said sale by this Court.

David S. Allshouse, Trustee

DISTRICT OF COLUMBIA, ss:

I hereby certify that on this 30th day of Aug., 1958, before me, the subscriber, a Notary Public in and for the District of Columbia, aforesaid, personally appeared David S. Allshouse, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal this 30th day of Aug., 1958.

(SEAL) T. Paul Mudd

(PLACE) — Notary Public, D.C.

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No. 12,964 Equity

LIBER 133 PAGE 536

HOWARD I. NOLAN, ET AL.

vs.

FRANCIS P. KEOUGH, &C., ET AL.

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED BY THE COURT, This 4th day of October, 1958, that the private sale made and reported by the Trustee, on September 2nd, 1958,

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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 to the Auditor.

Michael J. Manley

LIBER 133 PAGE 537

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, Exhibits A & B, 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 14th day of November A. D., 1958

Henry J. Ripperger
Clerk.

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NO. 14,482 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

LIBER 133 PAGE 538

LAWRENCE W. CHANEY and
EILEEN CHANEY, his wife
Gambrills, Anne Arundel County, Maryland
and
APEX WOOD PRODUCTS COMPANY, INC.
a body corporate
2017 Annapolis Road
Westport, Baltimore 25, Maryland

Plaintiffs

vs.

GEORGE BROWN
Drury, Anne Arundel County, Maryland
FRANCES BURLEY, also known as
FRANCES PRICE
Drury, Anne Arundel County, Maryland
ABBY MITCHELL, widow of
FRANK MITCHELL
Greenock,
Bristol, Anne Arundel County, Maryland
WILBUR F. PETHERBRIDGE (or Pitherbridge),
TRUSTEE named in the Last will and testament
of Frank Mitchell, deceased.
JOSEPHINE FISHER, also known as
JOSEPHINE BUTLER
1225 Duncan Street, Northwest
Washington, District of Columbia
MARY ELLEN FISHER, also known as
MARY ELLEN EVANS, and
SELLMAN (or SELMAN) EVANS, her husband
1154 Nineteenth Street, Northwest
Washington, District of Columbia
ELIZABETH FISHER, also known as
LIZZIE FISHER
529 Fifteenth Street, Southeast
Washington, District of Columbia
MINNIE ANN FISHER, also known as
WINNIE ANN FISHER, also known as
WINNIE (or MINNIE) FRANK FISHER, also known as
WINNIE (or MINNIE) TILLMAN
Greenock, Anne Arundel County, Maryland
also 529 Fifteenth Street, Northeast
Washington, District of Columbia
And any and all persons having or claiming to have any interest in property in the Eighth Election District of Anne Arundel County, Maryland, said to now contain 115.72 acres, more or less, part of Lots Nos. One, Two,

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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Three, and Four of the Frank Mitchell Farm, as laid out and described in a surveyor's report by John Shepherd, Surveyor, recorded among the land records of Anne Arundel County on November 27, 1909, in Liber G.W. No. 69, folio 315, and being all of the same property which is more particularly described by metes and bounds in said surveyor's report as containing 176.5 acres, more or less, in the aggregate, saving and excepting therefrom so much thereof said to contain 48½ acres, more or less, which was conveyed by Robert A. Taylor and wife to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 334, and therein more particularly described by metes and bounds, and also saving and excepting therefrom so much thereof said to contain 17.03 acres, more or less, which was conveyed by William Milton Elbens and wife to Odell O. Sasnett and wife by deed dated August 27, 1958, and recorded among the aforesaid land records in Liber G.T.C. No. 1233, folio 514, and therein more particularly described by metes and bounds; and being part of the 48½ acres formerly assessed to Mary and Sellman (or Selman) Evans, part of the 48½ acres formerly assessed to Lizzie Fisher, part of the 31 acres formerly assessed to Winnie (or Minnie) Tillman, also known as Winnie (or Minnie) Fisher, part of the 48½ acres formerly assessed to Josephine Butler, all of the 2 acres formerly assessed to Frances Burley, or Frances Price, and all of the 1½ acres formerly assessed to George Brown.

Defendants

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

FIRST: That a search of the Land Records, the records of the Register of Wills, and the equity and the law records of Anne Arundel County discloses that the named defendants were the owners of the property hereinafter described at the time it was sold at tax sales by the Treasurer of Anne Arundel County.

SECOND: That on or about the twelfth day of May, 1960, on or about the second day of June, 1960, and on or about the eighteenth day of May, 1961, the certificates of tax sale attached hereto and marked "Complainant's Exhibit No. 1" were issued by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and

Anne Arundel County, which certificates and the respective assignments thereon contained are prayed to be taken as a part hereof.

THIRD: That the property mentioned in said certificates and the assignments thereon is described as one entire tract, piece, or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, being a part of the tract of land called and known as "Fox Holl" and situate about three-fourths of a mile westerly from Mt. Calvary, and containing part of Lots Nos. One, Two, Three and Four of the Frank Mitchell farm, as laid out and described in a surveyor's report by John Shepherd, surveyor, recorded among the land records of Anne Arundel County on November 27, 1909, in Liber G.W. No. 69, folio 315, and said property is more particularly described by metes and bounds as follows to wit:

BEGINNING for the same at a stone standing in the Southeast corner of said lands, said stone marked "B.F.H.", the original beginning of Fox Hall and the second boundary of a tract of land called Gravelly Hill and running from said stone North 86 degrees West 12 perches to a stone marked "GH3", the third boundary of Gravelly Hill, thence South 3 degrees 15 minutes West 8½ perches to a post North of a branch and about 3 perches from the center of said branch, thence South 72 degrees West 39 perches to a post, thence South 82 degrees 45 minutes West 38 perches to a post, thence North 5 degrees 45 minutes East 30¼ perches to a post in place of a stone marked "O.P.4", the fourth boundary of a tract of land called and known as Owens Purchase, thence North 85 degrees 45 minutes West 32 and 1/5 perches to a post on the South edge of Mattahony Branch, thence down said branch North 47 degrees 15 minutes West 8 perches, North 60 degrees West 19¼ perches, North 48 degrees 30 minutes West 26 perches, North 68 degrees 30 minutes West 20

LIBER 133 PAGE 540

perches, North 62 degrees West 33½ perches, North 42 degrees 30 minutes West 22½ perches to a stone, a corner boundary of the land purchased by William Owens of Anne Gardner, thence North 41 degrees 55 minutes East 30¼ perches to intersect the third line of Fox Hall, thence with said line of Fox Hall thence with said third line South 86 degrees 30 minutes East 46¼ perches to a stone marked "F.H.4", the fourth boundary of Fox Hall, thence North 3 degrees 55 minutes East 10 perches to a stone marked "F.H. 5", thence South 86 degrees 20 minutes East 54½ perches to a stone marked "F.H. 6", thence North 3 degrees East 84.64 perches to a stone marked "F.H. 7", the seventh original boundary of Fox Hall, thence South 86 degrees 40 minutes East 100.92 perches to a stone marked "G.P. 6", the sixth original boundary of a land called Greens Purchase, thence with said land South 20 degrees West 147 perches to a stone marked "G.P. 7", the seventh boundary of Green's Purchase and the beginning of a tract of land called and known as Gravelly Hill, thence with the last named land South 4 degrees 45 minutes West 37.96 perches to the place of beginning, containing 176.5 acres, more or less, according to a plat and survey of the same made by John Shepherd, surveyor, in June 1907, and recorded among the aforesaid land records on November 27, 1909, in Liber G.W. No. 69, folio 315, with the aforesaid surveyor's report.

Saving and excepting therefrom so much thereof said to contain 48½ acres, more or less, which was conveyed by Robert A. Taylor and wife to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 334, and therein more particularly described by metes and bounds, and also saving and excepting therefrom so much thereof said to contain 17.03 acres, more or less, which was conveyed by William Milton Elbens and wife to Odell O. Sasnett and wife

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by deed dated August 27, 1958, and recorded among the aforesaid land records in Liber G.T.C. No. 1233, folio 514.

BEING the greater part of the same land which was conveyed from Frank H. Stockett, Trustee, to Frank Mitchell, by deed dated October 11, 1876, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 587, and which was devised by the said Frank Mitchell to Wilbur F. Pitherbridge in trust for his widow, Abby Mitchell, and his four grandchildren, Josephine Fisher, Mary Ellen Fisher, Elizabeth Fisher, and Minnie Ann Fisher, by his last will and testament dated July 24, 1895, and duly admitted to probate by the Orphans Court of Anne Arundel County and recorded among the Will Records of said County in Liber W.F.P. No. 1, folio 190.

On the dates of the Collector's sales the said property was assessed as a part of six separate tracts of ground described as 48½ acres, more or less, 48½ acres, more or less, 31 acres more or less, 48½ acres, more or less, two acres, more or less, and 1½ acres, more or less, respectively, in the Eighth Election District of Anne Arundel County, Maryland, and assessed respectively to Sellman (or Selman) Evans, whose last known address was 1154 Nineteenth Street, Northwest, Washington, District of Columbia; Lizzie Fisher, whose last known address was 529 Fifteenth Street, Southeast, Washington, District of Columbia; Winnie (or Minnie) Tillman, also known as Winnie (or Minnie) Fisher, whose last known address was Greenock, Anne Arundel County, Maryland, and 529 Fifteenth Street, Northeast, Washington, District of Columbia; Josephine Butler, whose last known address was 1225 Duncan Street, Northwest, Washington, District of Columbia; Frances Burley, whose last known address was Drury, Anne Arundel County, Maryland; and George Brown, whose last known address was Drury, Anne Arundel County, Maryland.

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The amount due on the date of the tax sale on this and the balance of the other properties described in said certificates of tax sales was $395.00.

FOURTH: That none of the said properties have been redeemed by any party in interest, although more than one year and one day from the dates of the sales have expired.

FIFTH: The complainants pray for process directed to the above named defendants, whose last known addresses are set out with their names after the description of the properties.

SIXTH: The complainants pray for an order of publication directed to all parties in interest in the said properties.

SEVENTH: To redeem the properties it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from the date of the respective sales as shown on the certificates of tax sales, all taxes, interest, and penalties accruing subsequent to the date of the respective sales which have actually been paid by the complainants or by any prior holders, and the disbursements of the complainants made under the provisions of Sections 92 and 93 of Article 81 of the Annotated Code of Maryland (1957 edition).

EIGHTH: The complainants pray the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the properties hereinbefore described.

AND, AS IN DUTY BOUND, ETC.

Lawrence W. Chaney
Lawrence W. Chaney

Eileen Chaney
Eileen Chaney

APEX WOOD PRODUCTS COMPANY, INC.

by David F. Stewart
David F. Stewart, Secretary
Plaintiffs

ANDERSON & ANDERSON

LIBER 133 PAGE 544

by Marvin H. Anderson

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

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 10 day of July in the year Nineteen hundred sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LAWRENCE W. CHANEY and EILEEN CHANEY, his wife, two of the plaintiffs in the foregoing Bill of Complaint, and they each made oath in due form of law that the matters set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and seal Notarial.

E. Janice Africa
Notary Public

My Commission Expires May 6, 1963.

STATE OF MARYLAND, Anne Arundel County TO WIT:

I HEREBY CERTIFY that on this 26th day of May in the year Nineteen hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared DAVID F. STEWART who made oath in due form of law that he is the Secretary of APEX WOOD PRODUCTS COMPANY, INC., one of the plaintiffs in the foregoing Bill of Complaint, and that the matters set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and seal Notarial.

Rosemond S. Coffin
Rosemond S. Coffin Notary Public

My Commission Expires May 6, 1963.

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LIBER 133 PAGE 545

No. 3027-B CERTIFICATE OF TAX SALE

I, Edward M. Dennis Jr. successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October July 28, 1932, I sold to A. A. Co. at public auction for the sum of 82.00 Dollars and ..... Cents, of which 82.00 Dollars has been paid as a deposit on the property in Dist 8 described as All that lot or parcel of ground and improvements lying in the Eighth Election District of Anne Arundel County containing 48½ acres of land more or less which was devised to Douglas Butler, Frank Mitchell by will dated the 24th day of July 1895

and assessed to Joseph Butler

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October July 29, 1933, 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 18th day of May, 1961

Edward M. Dennis Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 18th day of ~~October~~ May, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Hood, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lewis
Notary Public.

My Commission Expires May 6, 1963

FOR VALUE RECEIVED THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic the State of Maryland an the original purchaser of the property described in the within certificate of Tax Sale at the tax sale therein mentioned, does hereby assign unto Robert A. Taylor all of its right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to all of the real estate described thereon which was conveyed in fee-simple from William Milton Elbens and Marie E. Elbens, his wife, to Lawrence W. Chaney and Eileen Chaney, his wife, and Apex Wood Products Co., Inc., a body corporate, by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205, the same being the greater part of the same property which was conveyed from C. Albert Hodges, Late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to the said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 153.

LIBER 133 PAGE 546

WITNESS the corporate name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, by Frank W. Wilde, its president, and its corporate seal hereunto affixed and attested by Lucy Loskosky, its Clerk, this 23rd day of May, 1961.

ATTEST:

Lucy Loskosky
Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY
by Frank W. Wilde
Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign unto William Milton Elbens and Marie E. Elbens, his wife, all of our right, title and interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to the said William Milton Elbens and Marie E. Elbens, his wife, by deed dated September 29, 1939, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 206, folio 332., saving and excepting therefrom so much thereof which was conveyed by the said William Milton Elbens and Marie E. Elbens unto Odell O. Sasnett by deed dated August 27, 1958, and recorded among the aforesaid land records in Liber G.T.C. No. 1233, folio 514.

WITNESS our hands and seals this 7th day of ~~May~~ July, 1961.

Witness:

Merl S. Chaney

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, we hereby assign unto Lawrence W. Chaney and Eileen Chaney, his wife, a one-half undivided interest, as tenants by the entireties, and unto Apex Wood Products Company, Inc., a body corporate, the other one-half undivided interest in and to so much of the real estate described thereon which was conveyed to them in fee-simple by us by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205.

WITNESS Our hands and seals this 8th day of ~~May~~ July, 1961.

Witness:

E. Janice Africa

William Milton Elbens (SEAL)
William Milton Elbens

Marie E. Elbens (SEAL)
Marie E. Elbens

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Case # 1649

LIBER 133 PAGE 547

Nº 3026-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr., successor to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 21, 1931, I sold to A. A. Co. at public auction for the sum of 55.00 Dollars and _____ Cents, of which 55.00 Dollars has been paid as a deposit on the property in Dist. 8 described as all that lot or parcel of ground and improvements lying in the Eighth Election District of Anne Arundel County containing 1/4 acres of land more or less near Drury which was deposited to George Brown by Frank Mitchell by will dated the 24th day of July 1895

and assessed to George Brown

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~~ July 22, 1932, 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 18th day of May 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 18th day of ~~October~~ May 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1963

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FOR VALUE RECEIVED, THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland and the original purchaser of the property described in the within certificate of Tax Sale at the tax sale therein mentioned, does hereby assign unto Robert A. Taylor all of its right, title, and interest in and to so much of said certificate of Tax Sale pertaining to, and in and to all of the real estate described thereon which was conveyed in fee-simple from William Milton Elbens and Marie E. Elbens, his wife, to Lawrence W. Chaney and Eileen Chaney, his wife, and Apex Wood Products Co., Inc., a body corporate, by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205, the same being the greater part of the same property which was conveyed from C. Albert Hodges, Late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to the said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 153

LIBER 133 PAGE 548

WITNESS the corporate name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, by Frank W. Wilde, its president, and its corporate seal hereunto affixed and attested by Lucy Loskosky, its Clerk, this 23rd day of May, 1961.

ATTEST:

Lucy Loskosky

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

by Frank W. Wilde

Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign unto William Milton Elbens and Marie E. Elbens, his wife, all of our right, title and interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to the said William Milton Elbens and Marie E. Elbens, his wife, by deed dated September 29, 1939, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 206, folio 332.

WITNESS our hands and seals this 8th day of ~~May~~ July, 1961.

Witness:

Merl A. Chaney

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, we hereby assign unto Lawrence W. Chaney and Eileen Chaney, his wife, a one-half undivided interest, as tenants by the entireties, and unto Apex Wood Products Company, Inc., a body corporate, the other one-half undivided interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to all of the real estate described thereon which was conveyed to them in fee-simple from us by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205.

WITNESS our hands and seals this 8th day of ~~May~~ July, 1961.

Witness:

E. Janice Africa

William Milton Elbens (SEAL)
William Milton Elbens

Marie E. Elbens (SEAL)
Marie E. Elbens

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Case # 1649.

LIBER 133 PAGE 549

№ 3025-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr. successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 21, 1931, I sold to A.A. Co. at public auction for the sum of 22.00 Dollars and _____ Cents, of which 22.00 Dollars has been paid as a deposit on the property in Dist 8 _____ described as all that lot or parcel of ground and improvements lying in the 8th Elect. Dist of Anne Arundel County containing 2 acres of land more or less, near Drury, which was devised to Francis Rice ~~by Frank Mitchell by Deed dated the 24th day of July 1895~~ and assessed to Francis Burley.

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~~ July 22, 1932, 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 18th day of May 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 18th day of ~~October~~ May 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1963

51

FOR VALUE RECEIVED, THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland and the original purchaser of the property described in the within certificate of Tax Sale at the tax sale therein mentioned, does hereby assign unto Robert A. Taylor all of its right, title, and interest in and to so much of said certificate of Tax Sale pertaining to, and in and to all of the real estate described thereon which was conveyed in fee-simple from William Milton Elbens and Marie E. Elbens, his wife, to Lawrence W. Chaney and Eileen Chaney, his wife, and Apex Wood Products Co., Inc., a body corporate, by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205, the same being the greater part of the same property which was conveyed from C. Albert Hodges, Late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to the said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 153

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WITNESS the corporate name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, by Frank W. Wilde, its President, and its corporate seal hereunto affixed and attested by Lucy Loskosky, its Clerk, this 23rd day of May, 1961.

ATTEST:

Lucy Loskosky

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde

Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign unto William Milton Elbens and Marie E. Elbens, his wife, all of our right, title and interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to the said William Milton Elbens and Marie E. Elbens, his wife, by deed dated September 29, 1939, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 206, folio 332.

WITNESS our hands and seals this 8th day of ~~May~~ July 1961.

Witness:

Merl S. Chaney

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, we hereby assign unto Lawrence W. Chaney and Eileen Chaney, his wife, a one-half undivided interest, as tenants by the entireties, and unto Apex Wood Products Company, Inc., a body corporate, the other one-half undivided interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to all of the real estate described thereon which was conveyed to them in fee-simple from us by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205.

WITNESS our hands and seals this 8th day of ~~May~~ July 1961.

Witness:

E. Janice Africa

William Milton Elbens (SEAL)
William Milton Elbens

Marie Elbens (SEAL)
Marie E. Elbens

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LIBER 125 PAGE 579

LIBER 133 PAGE 551

Nº 3008-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr. successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1932, I sold to A. A. Co. Comm. at public auction for the sum of 72-00 Dollars and ..... Cents, of which 72-00 Dollars has been paid as a deposit on the property in Dist 8 described as all the lot or parcel of ground and improvements containing 31 acres more or less of land.

and assessed to Winnie or Minnie Tillman, ne. Fisher

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1933, 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 12th day of May 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of ~~October,~~ May 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 JUL 12 AM 9:27

FILED
1960 JUN 10 AM 11:11

"COMPLAINANT'S EXHIBIT NO. 1"

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LIBER 125 PAGE 530

LIBER 133 PAGE 552

FOR VALUE RECEIVED, the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body po[illegible] of the State of Maryl[illegible] the original purchasers of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, do hereby this 17th day of May, 1960, assign all of their right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, the same being part of the property which was conveyed in fee-simple from C. Albert Hodges, Late Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County to said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F. A. M. No. 157, folio 153, unto the said ROBERT A. TAYLOR.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, by Frank W. Wilde, its president, and its seal hereto affixed and attested by Lucy Loskosky, its Clerk.

ATTEST:

Lucy Loskosky

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by [signature]

Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign all of our right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, unto HERBERT TAYLOR PLUMMER.

WITNESS our hands and seals this 20th day of May, 1960.

WITNESS:

Frank T. Catterton

(as to both)

Robert Andrew Taylor (SEAL)

Robert Andrew Taylor

Grace Louise Taylor (SEAL)

Grace Louise Taylor

FOR VALUE RECEIVED, (I)([redacted]) hereby assign all of (my)([redacted]) right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to the undersigned, Herbert Taylor Plummer, by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, unto FRANK CATTERTON, surviving tenant by the entireties in a deed from said Herbert Taylor Plummer, single, to Frank Catterton and Agnes M. Catterton, his wife, dated October 26, 1940, and recorded among the aforesaid land records in Liber J.H.H. No. 223, folio 483.

WITNESS (my)(our) hand(s) and seal(s) this 20th day of May, 1960.

WITNESS:

Frank T. Catterton

Herbert Taylor Plummer (SEAL)

(SEAL)

ASSIGNMENT OF CERTIFICATE OF TAX SALE NO. 3008-B Page 2 Contd.

FOR VALUE RECEIVED THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland and the original purchaser of the property described in the within certificate of Tax Sale at the tax sale therein mentioned, does hereby assign unto Robert A. Taylor all of its right, title, and interest in and to so much of said certificate of Tax Sale pertaining to, and in and to all of the real estate described thereon which was conveyed in fee-simple from William Milton Elbens and Marie E. Elbens, his wife, to Lawrence W. Chaney and Eileen Chaney, his wife, and Apex Wood Products Co., Inc., a body corporate, by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205, the same being the greater part of the same property which was conveyed from C. Albert Hodges, Late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to the said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F.A.H. No. 157, folio 153

WITNESS the corporate name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, by Frank W. Wilde, its president, and its corporate seal hereunto affixed and attested by Lucy Loskosky, its Clerk, this 23rd day of May, 1961.

ATTEST:

Lucy Loskosky

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde

Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign unto William Milton Elbens and Marie E. Elbens, his wife, all of our right, title and interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to the said William Milton Elbens and Marie E. Elbens, his wife, by deed dated September 29, 1939, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 206, folio 332.

WITNESS our hands and seals this 8th day of ~~May~~ July, 1961.

Witness:

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, we hereby assign unto Lawrence W. Chaney and Eileen Chaney, his wife, a one-half undivided interest, as tenants by the entireties, and unto Apex Wood Products Company, Inc., a body corporate, the other one-half undivided interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to all of the real estate described thereon which was conveyed to them in fee-simple from us by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205.

WITNESS our hands and seals this 8th day of ~~May~~ July 1961.

Witness:

William Milton Elbens (SEAL)
William Milton Elbens

Marie E. Elbens (SEAL)
Marie E. Elbens

FILED

1961 JUL 12 AM 9:28

LIBER 133 PAGE 553

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Case # 800

LIBER 133 PAGE 554 LIBER 125 PAGE 577

No. 3009-B CERTIFICATE OF TAX SALE

Successor to C. Albert Hodges

I, Edward M. Dunn Jr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 28, 1932, I sold to A. A. Co. Comm at public auction for the sum of 82.00 Dollars and ..... Cents, of which 82-00 Dollars has been paid as a deposit on the property in Dist 8 described as all that lot or parcel of ground and improvements lying in the eighth Election District containing 48½ acres of land more or less, which was devised to Lizzie Fisher, by Frank Mitchell, by will dated the 24th day of July 1895 and recorded among the testamentary records for said County in Liber W. F. P. no 1 folio 190, etc.

and assessed to Lizzie Fisher

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~~ July 29, 1933, 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 June 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth McLaughlin
Notary Public.

My Commission Expires May 1, 1961

FILED 1961 JUN 12 AM 9:28

FILED 1960 JUN 10 AM 11:11

"COMPLAINANT'S EXHIBIT NO. 1"

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LIBER 133 PAGE 555

FOR VALUE RECEIVED, THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, as the original purchasers of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, do hereby this 7th day of June, 1960, assign all of their right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louis Taylor, his wife, to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F.A.M. No. 157, folio 334, the same being part of the property which was conveyed in fee-simple from C. Albert Hodges, Late Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County to said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 153, unto the said ROBERT A. TAYLOR.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, by Frank W. Wilde, its president, and its seal hereto affixed and attested by Lucy Loskosky, its Clerk.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

ATTEST:

Lucy Loskosky
Lucy Loskosky, Clerk

by Frank W. Wilde
Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign all of our right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F.A.M. No. 157, folio 334, unto HERBERT TAYLOR PLUMMER.

WITNESS our hands and seals this 8th day of June, 1960

WITNESS:

Frank Catterton
(as to both)

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, I hereby assign all of my right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to the undersigned, Herbert Taylor Plummer, by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F.A.M. No. 157, folio 334, unto FRANK CATTERTON, surviving tenant by the entireties in a deed from said Herbert Taylor Plummer, single, to Frank Catterton and Agnes M. Catterton, his wife, dated October 26, 1940, and recorded among the aforesaid land records in Liber J.H.H. No. 223, folio 483.

WITNESS my hand and seal this 8th day of June, 1960.

WITNESS: Frank Catterton

Herbert Taylor Plummer (SEAL)
Herbert Taylor Plummer, unmarried

LIBER 125 PAGE 578

ASSIGNMENT OF TAX SALE CERTIFICATE NO. 3009-B, Page 2 cont'd

FOR VALUE RECEIVED THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland and the original purchaser of the property described in the within certificate of Tax Sale at the tax sale therein mentioned, does hereby assign unto Robert A. Taylor all of its right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to all of the real estate described thereon which was conveyed in fee-simple from William Milton Elbens and Marie E. Elbens, his wife, to Lawrence W. Chaney and Eileen Chaney, his wife, and Apex Wood Products Co., Inc., a body corporate, by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205, the same being the greater part of the same property which was conveyed from C. Albert Hodges, Late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to the said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 153.

WITNESS the corporate name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, by Frank W. Wilde, its president, and its corporate seal hereunto affixed and attested by Lucy Loskosky, its Clerk, this 23rd day of May, 1961.

ATTEST:

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign unto William Milton Elbens and Marie E. Elbens, his wife, all of our right, title and interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to the said William Milton Elbens and Marie E. Elbens, his wife, by deed dated September 29, 1939, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 206, folio 332, saving and excepting therefrom so much thereof which was conveyed by the said William Milton Elbens and Marie E. Elbens unto Odell O. Sasnett by deed dated August 27, 1958, and recorded among the aforesaid land records in Liber G.T.C. No. 1233, folio 514.

WITNESS our hands and seals this 7th day of ~~May~~ July, 1961.

Witness:

Merl S. Chaney

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, we hereby assign unto Lawrence W. Chaney and Eileen Chaney, his wife, a one-half undivided interest, as tenants by the entireties, and unto Apex Wood Products Company, Inc., a body corporate, the other one-half undivided interest in and to so much of the real estate described thereon which was conveyed to them in fee-simple by us by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205.

WITNESS our hands and seals this 7th day of ~~May~~ July, 1961.

Witness:

E. Janice Africa

William Milton Elbens (SEAL)
William Milton Elbens

Marie Elbens (SEAL)
Marie E. Elbens

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LIBER 133 PAGE 556

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LIBER 133 PAGE 557 Cu 2 # 1889 LIBER 125 PAGE 575

Nº 3007-B CERTIFICATE OF TAX SALE

Successor to C. Albert Hodges.

I, Edward M. Dunn Jr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 28, 1932, I sold to C. A. Co Comm. at public auction for the sum of 82.00 Dollars and _____ Cents, of which 82.00 Dollars has been paid as a deposit on the property in Dist 8 described as all that lot or parcel of ground and improvements, containing 48 1/2 acres of land more or less which was devised to Mary Ellen Fisher (now Mary Evans) by Frank Mitchell by will dated the 24th day of July 1895, and recorded among the testamentary records for said County in liber W.F.P. No 1 folio 190 etc. Assessed to Selman Evans for the years 1928, 1929 and 1930 subsequent taxes to paid by Purchaser on Ratification of Sale and assessed to Selman Evans

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 29, 1933, 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 13th day of May 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of ~~October~~ May, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Laning
Notary Public.

My Commission Expires May 1, 1961

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"COMPLAINANT'S EXHIBIT NO. 1"

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FOR VALUE REC VE the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland and the original purchasers of the property described in the within Certificate of Tax Sale at the tax sale therein mentioned, do hereby this 17th day of May, 1960, assign all of their right, title, and interest in and to so much of said Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee-simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, the same being part of the property which was conveyed in fee-simple from C. Albert Hodges, Late Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County to said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F. A. M. No. 157, folio 153, unto the said ROBERT A. TAYLOR.

WITNESS the name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, by Frank W. Wilde, its president, and its seal hereto affixed and attested by Lucy Loskosky, its Clerk.

ATTEST:

Lucy Loskosky
Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign all our right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee simple by us to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, unto HERBERT TAYLOR PLUMMER.

WITNESS our hands and seals this 20th day of May, 1960.

WITNESS:
Frank T. Catterton
(as to both)

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, (I)(~~we~~) hereby assign all of (my)(~~our~~) right, title, and interest in and to so much of the within Certificate of Tax Sale pertaining to, and in and to so much of the real estate described thereon which was conveyed in fee simple from Robert Andrew Taylor and Grace Louise Taylor, his wife, to the undersigned, Herbert Taylor Plummer, by deed dated December 1, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 157, folio 334, unto FRANK CATTERTON, surviving tenant by the entireties in a deed from said Herbert Taylor Plummer, single, to Frank Catterton and Agnes M. Catterton, his wife, dated October 26, 1940, and recorded among the aforesaid land records in Liber J. H. H. No. 223, folio 483.

WITNESS (my)(our) ~~hand(s) and~~ seal(s) this 20th day of May, 1960.

WITNESS: Frank T. Catterton

Herbert Taylor Plummer (SEAL)
(SEAL)

ASSIGNMENT OF CERTIFICATE OF TAX SALE No. 3007-B, page 2, cont'd

FOR VALUE RECEIVED THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland and the original purchaser of the property described in the within certificate of Tax Sale at the tax sale therein mentioned, does hereby assign unto Robert A. Taylor all of its right, title, and interest in and to so much of said certificate of Tax Sale pertaining to, and in and to all of the real estate described thereon which was conveyed in fee-simple from William Milton Elbens and Marie E. Elbens, his wife, to Lawrence W. Chaney and Eileen Chaney, his wife, and Apex Wood Products Co., Inc., a body corporate, by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205, the same being the greater part of the same property which was conveyed from C. Albert Hodges, Late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to the said Robert A. Taylor by deed dated November 5, 1936, and recorded among the aforesaid land records in Liber F.A.M. No. 157, folio 153

LIBER 133 PAGE 559

WITNESS the corporate name of said COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic of the State of Maryland, by Frank W. Wilde, its president, and its corporate seal hereunto affixed and attested by Lucy Loskosky, its Clerk, this 23rd day of May, 1961.

ATTEST:

Lucy Loskosky
Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

by Frank W. Wilde
Frank W. Wilde, President

FOR VALUE RECEIVED, we hereby assign unto William Milton Elbens and Marie E. Elbens, his wife, all of our right, title and interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to so much of the real estate described thereon which was conveyed in fee-simple by us to the said William Milton Elbens and Marie E. Elbens, his wife, by deed dated September 29, 1939, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 206, folio 332.

WITNESS our hands and seals this 8th day of ~~May~~ July, 1961.

Witness:

Robert Andrew Taylor (SEAL)
Robert Andrew Taylor

Grace Louise Taylor (SEAL)
Grace Louise Taylor

FOR VALUE RECEIVED, we hereby assign unto Lawrence W. Chaney and Eileen Chaney, his wife, a one-half undivided interest, as tenants by the entireties, and unto Apex Wood Products Company, Inc., a body corporate, the other one-half undivided interest in and to so much of the within Certificate of Tax Sale pertaining to and in and to all of the real estate described thereon which was conveyed to them in fee-simple from us by deed dated October 24, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1343, folio 205.

WITNESS our hands and seals this 8th day of ~~May~~ July, 1961.

Witness:

E. Janice Africa

William Milton Elbens (SEAL)
William Milton Elbens

Marie Elbens (SEAL)
Marie E. Elbens

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ANDERSON & ANDERSON, SOLICITORS
92 Franklin Street
Annapolis, Maryland

LIBER 133 PAGE 560

NO. 14482 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, LAWRENCE W. CHANEY and EILEEN CHANEY, his wife, and APEX WOOD PRODUCTS COMPANY, INC. vs GEORGE BROWN, FRANCES BURLEY, also known as FRANCES PRICE, ABBY MITCHELL, widow of FRANK MITCHELL, WILBUR F. PETHERBRIDGE (or PITHERBRIDGE), TRUSTEE named in the Last Will and Testament of Frank Mitchell, deceased, JOSEPHINE FISHER, also known as JOSEPHINE BUTLER, MARY ELLEN FISHER, also known as MARY ELLEN EVANS and SELLMAN (or SELMAN) EVANS, her husband, ELIZABETH FISHER, also known as LIZZIE FISHER, MINNIE ANN FISHER, also known as WINNIE ANN FISHER, also known as WINNIE (or MINNIE) FRANK FISHER, also known as WINNIE (or MINNIE) TILLMAN, and any and all persons having or claiming to have any interest in the property hereinafter described.

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County and State of Maryland and that the complainants in the proceeding have acquired all of the right, title, interest, and estate of the original purchasers from the Collector of Taxes of the property hereinafter described:

All that tract, piece or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, being a part of the tract of land called and known as "Fox Holl" and situate about three-fourths of a mile westerly from Mt. Calvary, and containing part of Lots Nos. One, Two, Three and Four of the Frank Mitchell farm, as laid out and described in a surveyor's report by John Shepherd, surveyor, recorded among the land records of Anne Arundel County on November 27, 1909, in Liber G.W. No. 69, folio 315, and said property is more particularly described by metes and bounds as follows, to wit:

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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BEGINNING for the same at a stone standing in the Southeast corner of said lands, said stone marked "B.F.H.", the original beginning of Fox Hall and the second boundary of a tract of land called Gravelly Hill and running from said stone North 86 degrees West 12 perches to a stone marked "GH3", the third boundary of Gravelly Hill, thence South 3 degrees 15 minutes West 8½ perches to a post North of a branch and about 3 perches from the center of said branch, thence South 72 degrees West 39 perches to a post, thence South 82 degrees 45 minutes West 38 perches to a post, thence North 5 degrees 45 minutes East 30¼ perches to a post in place of a stone marked "O.P.4", the fourth boundary of a tract of land called and known as Owens Purchase, thence North 85 degrees 45 minutes West 32 and 1/5 perches to a post on the South edge of Mattahony Branch, thence down said branch North 47 degrees 15 minutes West 8 perches, North 60 degrees West 19¼ perches, North 48 degrees 30 minutes West 26 perches, North 68 degrees 30 minutes West 20 perches, North 62 degrees West 33½ perches, North 42 degrees 30 minutes West 22½ perches to a stone, a corner boundary of the land purchased by William Owens of Anne Gardner, thence North 41 degrees 55 minutes East 30¼ perches to intersect the third line of Fox Hall, thence with said line of Fox Hall, thence with said third line South 86 degrees 30 minutes East 46¼ perches to a stone marked "F.H.4", the fourth boundary of Fox Hall, thence North 3 degrees 55 minutes East 10 perches to a stone marked "F.H.5", thence South 86 degrees 20 minutes East 54½ perches to a stone marked "F.H.6", thence North 3 degrees East 84.64 perches to a stone marked "F.H.7", the seventh original boundary of Fox Hall, thence South 86 degrees 40 minutes East 100.92 perches to a stone marked "G.P.6", the sixth original boundary of a land called Greens Purchase, thence with

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said land South 20 degrees West 147 perches to a stone marked "G. P.7", the seventh boundary of Green's Purchase and the beginning of a tract of land called and known as Gravelly Hill, thence with the last named land South 4 degrees 45 minutes West 37.96 perches to the place of beginning, containing 176.5 acres, more or less, according to a plat and survey of the same made by John Shepherd, Surveyor, in June 1907, and recorded among the aforesaid land records on November 27, 1909, in Liber G.W. No. 69, folio 315, with the aforesaid surveyor's report.

Saving and excepting therefrom so much thereof said to contain 48½ acres, more or less, which was conveyed by Robert A. Taylor and wife to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the aforesaid land records in Liber F.A. M. No. 157, folio 334, and therein more particularly described by metes and bounds, and also saving and excepting therefrom so much thereof said to contain 17.03 acres, more or less, which was conveyed by William Milton Elbens and wife to Odell O. Sasnett and wife by deed dated August 27, 1958, and recorded among the aforesaid land records in Liber G.T.C. No. 1233, folio 514.

BEING the greater part of the same land which was conveyed from Frank H. Stockett, Trustee, to Frank Mitchell, by deed dated October 11, 1876, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 587, and which was devised by the said Frank Mitchell to Wilbur F. Pitherbridge in trust for his widow, Abby Mitchell, and his four grandchildren, Josephine Fisher, Mary Ellen Fisher, Elizabeth Fisher, and Minnie Ann Fisher, by his last will and testament dated July 24, 1895, and duly admitted to probate by the Orphans Court of Anne Arundel County and recorded among the Will Records of said County in Liber W.F.P. No.

25

1, folio 190, which said property was assessed on the dates of Collector's Sales as a part of six separate tracts of ground described as 48½ acres, more or less, 48½ acres, more or less, 31 acres, more or less, 48½ acres, more or less, two acres, more or less, and 1½ acres, more or less, respectively, in the Eighth Election District of Anne Arundel County, Maryland, and assessed respectively to Sellman (or Selman) Evans; Lizzie Fisher; Winnie (or Minnie) Tillman; also known as Winnie (or Minnie) Fisher; Josephine Butler; Frances Burley; and George Brown.

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

It is thereupon this 12th day of July, 1961, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this court by the 21st day of September, 1961, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the complainants a title free and clear of encumbrances.

TRUE COPY TEST:

_____
Clerk

George T. Cromwell
Clerk

26

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 564

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1961

We hereby certify, that the annexed

Order of Publication Eq. 14,482

Lawrence W. Chaney

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of September, 1961. The first insertion being made the 20th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

FILED

1961 AUG 11 PM 1:4

ANDERSON and ANDERSON
Solicitors
92 Franklin Street
Annapolis, Maryland

NO. 14,482 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, LAWRENCE W. CHANEY and EILEEN CHANEY, his wife, and APEX WOOD PRODUCTS COMPANY, INC., vs. GEORGE BROWN, FRANCES BURLEY, also known as FRANCES PRICE, ABBY MITCHELL, widow of FRANK MITCHELL, WILBUR F. PETHERBRIDGE (or PITHERBRIDGE), TRUSTEE named in the Last Will and Testament of Frank Mitchell, deceased, JOSEPHINE FISHER, also known as JOSEPHINE BUTLER, MARY ELLEN FISHER, also known as MARY ELLEN EVANS and SELLMAN (or SELMAN) EVANS, her husband, ELIZABETH FISHER, also known as LIZZIE FISHER, MINNIE ANN FISHER, also known as WINNIE ANN FISHER, also known as WINNIE (or MINNIE) FRANK FISHER, also known as WINNIE (or MINNIE) TILLMAN, and any and all persons having or claiming to have any interest in the property hereinafter described.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County and State of Maryland and that the complainants in the proceeding have acquired all of the right, title, interest, and estate of the original purchasers from the Collector of Taxes of the property hereinafter described:

All that tract, piece or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, being a part of the tract of land called and known as "Fox Hall", and situate about three-fourths of a mile westerly from Mt. Calvary, and containing part of Lots Nos. One, Two, Three and Four of the Frank Mitchell farm, as laid out and described in a surveyor's report by John Shepherd, surveyor, recorded among the land records of Anne Arundel County on November 27, 1909, in Liber G.W. No. 69, folio 315, and said property is more particularly de-

scribed by metes and bounds as follows, to wit:

BEGINNING for the same at a stone standing in the Southeast corner of said lands, said stone marked "B.F.H.", the original beginning of Fox Hall and the second boundary of a tract of land called Gravelly Hill and running from said stone North 86 degrees West 12 perches to a stone marked "GH3", the third boundary of Gravelly Hill, thence South 3 degrees 15 minutes West 8½ perches to a post North of a branch and about 3 perches from the center of said branch, thence South 72 degrees West 39 perches to a post, thence South 82 degrees 45 minutes West 38 perches to a post, thence North 5 degrees 45 minutes East 30¼ perches to a post in place of a stone marked "O.P.4", the fourth boundary of a tract of land called and known as Owens Purchase, thence North 85 degrees 45 minutes West 32 and one-fifth perches to a post on the South edge of Mattahony Branch, thence down said branch North 47 degrees 15 minutes West 8 perches, North 60 degrees West 19¼ perches, North 48 degrees 30 minutes West 26 perches, North 68 degrees 30 minutes West 20 perches, North 62 degrees West 33½ perches, North 42 degrees 30 minutes West 22½ perches to a stone, a corner boundary of the land purchased by William Owens of Anne Gardner, thence North 41 degrees 55 minutes East 30¼ perches to intersect the third line of Fox Hall, thence with said line of Fox Hall, thence with said third line South 86 degrees 30 minutes East 46¼ perches to a stone marked "F.H.4", the fourth boundary of Fox Hall, thence North 3 degrees 55 minutes East 10 perches to a stone marked "F.H.5", thence South 86 degrees 20 minutes East 54½ perches to a stone marked "F.H.6", thence North 3 degrees East 84.64 perches to a stone marked "F.H.7", the seventh original boundary of Fox Hall, thence South 86 degrees 40 minutes East 100.92 perches to a stone marked "G.P.6", the sixth original boundary of a land called Greens Purchase, thence with said land South 20 degrees West 147 perches to a stone marked "G. P. 7", the seventh boundary of Green's Purchase and the beginning of a tract of land called and known as Gravelly Hill, thence with the last named land South 4 degrees 45 minutes West 37.96 perches to the place of beginning, containing 176.5 acres, more or less, according to a plat and survey of the same made by JoJhn Shepherd, Surveyor, in June 1907, and recorded among the aforesaid land records on November 27, 1909, in Liber G. W. No. 69, folio 315, with the aforesaid surveyor's report.

Saving and excepting therefrom so much thereof said to contain 48½ acres, more or less, which was conveyed by Robert A. Taylor and wife to Herbert Taylor Plummer by deed dated December 1, 1936, and recorded among the aforesaid land records in Liber F. A. M. No. 157, folio 334, and therein more particularly described by metes and bounds, and also saving and excepting therefrom so much thereof said to contain 17.03 acres, more or less, which was conveyed by William Milton Elbens and wife to Odell O. Sasnett and wife by deed dated August 27, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1233,

folio 514.

BEING the greater part of the same land which was conveyed from Frank H. Stockett, Trustee, to Frank Mitchell, by deed dated October 11, 1876, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 10, folio 587, and which was devised by the said Frank Mitchell to Wilbur F. Pitherbridge in trust for his widow, Abby Mitchell, and his four grandchildren, Josephine Fisher, Mary Ellen Fisher, Elizabeth Fisher, and Minnie Ann Fisher, by his last will and testament dated July 24, 1895, and duly admitted to probate by the Orphans Court of Anne Arundel County and recorded among the Will Records of said County in Liber W. F. P. No. 1, folio 190, which said property was assessed on the dates of Collector's Sales as a part of six separate tracts of ground described as 48½ acres, more or less, 48½ acres, more or less, 31 acres, more or less, 48½ acres, more or less, two acres, more or less, and 1½ acres, more or less, respectively, in the Eighth Election District of Anne Arundel County, Maryland, and assessed respectively to Sellman (or Selman) Evans; Lizzie Fisher; Winnie (or Minnie) Tillman; also known as Winnie (or Minnie) Fisher; Josephine Butler; Frances Burley; and George Brown.

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

It is thereupon this 12th day of July, 1961, by the Circuit Court for Anne Arundel County, in equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this court by the 21st day of September, 1961, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the complainants a title free and clear of encumbrances.

GEORGE T. CROMWELL, Clerk

TRUE COPY TEST:

GEORGE T. CROMWELL, Clerk

A-10

LAWRENCE W. CHANEY and EILEEN CHANEY, his wife	*	NO. 14,482 EQUITY
and	*	IN THE
APEX WOOD PRODUCTS COMPANY, Inc.	*	
Plaintiffs		CIRCUIT COURT
vs	*	
		FOR
GEORGE BROWN and others	*	
		ANNE ARUNDEL COUNTY
DEFENDANTS	*	

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

AFFIDAVIT OF MAILING TO
NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 25th day of September in the year 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin H. Anderson, Attorney for Lawrence W. Chaney and Eileen Chaney, his wife and Apex Wood Products Company, Inc., the Plaintiffs, and made oath in due form of law that on July 12, 1961, he mailed, postage paid, by Registered United States mail, return receipt requested, a true copy of the Order of Publication passed in this cause to each of the following named defendants at the addressed shown, which are the last known addresses for each of said defendants, as evidenced by the receipts for said letters filed herewith and made a part hereof:

Josephine Fisher
also known as Josephine Butler
1225 Duncan Street, Northwest
Washington, District of Columbia

Mary Ellen Fisher, also known
as Mary Ellen Evans, and
Sellman (or Selman) Evans, her husband
1154 Nineteenth Street, Northwest
Washington, District of Columbia

Elizabeth Fisher, also known as
Lizzie Fisher
529 Fifteenth Street, Southeast
Washington, District of Columbia

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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27.

Minnie Ann Fisher, also known as
Winnie Ann Fisher, also known as
Winnie (or Minnie) Frank Fisher, also known as
Winnie (or Minnie) Tillman
529 Fifteenth Street, Northeast
Washington, District of Columbia

And he further made oath in due form of law that thereafter he received through the United States mail all of the respective envelopes together with the contents thereof, which he had mailed as aforesaid to each of the above named defendants, which said envelopes and the contents thereof are filed herewith and made a part hereof.

Marvin H. Anderson
Marvin H. Anderson
Attorney for Plaintiffs

As witness my hand and seal Notarial.

Rosemond S. Coffey
Notary Public

REGISTERED NO. 3371
Value $ N.V. Spec. del'y fee $
Fee $ .50 Ret. receipt fee $ .10
Surcharge $ Rest. del'y fee $
Postage $ .04 ☐ Airmail
Postmaster, By
From Anderson & Anderson
Box 64
To Josephine Fisher
225 Duncan St. N.W.
Wash. D.C.
POD Form 3806 Sept. 1955 c9—16—70403-2
POSTMARK ANNAPOLIS JUL 12 1961 MD.

REGISTERED NO.
Value $ N.V. Spec. del'y fee $
Fee $ .50 Ret. receipt fee $ .10
Surcharge $ Rest. del'y fee $
Postage $ .04 ☐ Airmail
Postmaster By
From Anderson & Anderson
Box 64
To Elizabeth Fisher
529 15th S.E.
Wash. D.C.
POD Form 3806 Sept. 1955 c9—16—70403-2
POSTMARK ANNAPOLIS JUL 12 1961 MD.

REGISTERED NO. 3372
Value $ N.V. Spec. del'y fee $
Fee $ .50 Ret. receipt fee $ .10
Surcharge $ Rest. del'y fee $
Postage $ .4 ☐ Airmail
Postmaster, By
From Anderson & Anderson
Box 64
To Mary E. Fisher
1154 19th N.W.
Wash. D.C.
POD Form 3806 Sept. 1955 c9—16—70403-2
POSTMARK ANNAPOLIS JUL 12 1961 MD.

3374
REGISTERED NO.
Value $ N.V. Spec. del'y fee $
Fee $ .50 Ret. receipt fee $ .10
Surcharge $ Rest. del'y fee $
Postage $ .4 ☐ Airmail
Postmaster By
From Anderson & Anderson
Box 64
To Minnie A. Fisher
529 15th S.E.
Wash. D.C.
POD Form 3806 Sept. 1955 c9—16—70403-2
POSTMARK ANNAPOLIS JUL 12 1961 MD.

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.

RETURNED TO WRITER
JUL 24 1961

RETURN RECEIPT REQUESTED

UNKNOWN

REGISTERED
NO. 3672

M's Mary Ellen Fisher
also known as Mrs. Mary Ellen Evans
Mr. Sellman Evans
1154 Nineteenth Street, Northwest
Washington, District of Columbia

674 UNKNOWN

JUL 25 1961

Registered Mail
Return Receipt Requested

JUL 13 1961

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.

RETURNED TO WRITER
JUL 24 1961

RETURN RECEIPT REQUESTED

UNKNOWN

REGISTERED
NO. 3671

M's Josephine Fisher
also known as Josephine Butler
1225 Duncan Street, Northwest
Washington, District of Columbia

UNKNOWN 231

JUL 13 1961

JUL 25 1961

Registered Mail
Return Receipt Requested

LIBER 133 PAGE 570

LIBER 133 PAGE 571

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.

RETURNED TO WRITER

JUL 24 1961

RETURN RECEIPT REQUESTED

REGISTERED
NO. 3873

JUL 25 1961

M's Elizabeth Fisher
also known as Lizzie Fisher
529 Fifteenth Street, Southeast
Washington, District of Columbia

NO SUCH STREET NUMBER 320 S.E.

JUL 13 1961

Registered Mail
Return Receipt Requested

24

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.

RETURNED TO WRITER

JUL 24 1961

RETURN RECEIPT REQUESTED

REGISTERED
NO. 3874

JUL 25 1961

M's Minnie Ann Fisher
also known as Winnie Ann Fisher
also known as Winnie (or Minnie) Frank Fisher
also known as Winnie (or Minnie) Tillman
529 Fifteenth Street, Northeast
Washington, District of Columbia

NO SUCH STREET NUMBER

JUL 13 1961

Registered Mail
Return Receipt Requested.

-1

LAWRENCE W. CHANEY and EILEEN CHANEY, his wife and APEX WOOD PRODUCTS COMPANY, INC.
Plaintiffs
vs
GEORGE BROWN and others
Defendants

* NO. 14,482 EQUITY
* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY

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

LIBER 133 PAGE 572

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 25th day of September, 1961, personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, MARVIN H. ANDERSON, Attorney for the Plaintiffs, in the above entitled cause, and made oath in due form of law, that he is not able to determine whether or not the defendants, George Brown, Frances Burley, also known as Frances Price, Abby Mitchell, widow of Frank Mitchell, Wilbur F. Petherbridge (or Pitherbridge), Trustee named in the Last Will and Testament of Frank Mitchell, deceased, Josephine Fisher, also known as Josephine Butler, Mary Ellen Fisher, also known as Mary Ellen Evans, Sellman (or Selman) Evans, her husband, Elizabeth Fisher, also known as Lizzie Fisher, and Minnie Ann Fisher, also known as Winnie Ann Fisher, also known as Winnie (or Minnie) Frank Fisher, also known as Winnie (or Minnie) Tillman, or any of them are now in the military service of the United States of America, but to the best of his knowledge and believe none of said defendants are in such service, and that the property referred to herein was not occupied by said defendants or their dependents during the pendency of this suit for any purpose whatsoever.

In Testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 25th day of September, 1961.

Raymond S. Coffin
Notary Public

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

My Commission Expires May 6, 1963

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25

LAWRENCE W. CHANEY and * NO. 14,482 EQUITY
EILEEN CHANEY, his wife
and * IN THE
APEX WOOD PRODUCTS COMPANY, INC.
Plaintiffs * CIRCUIT COURT
vs
* FOR
GEORGE BROWN and others
Defendants ANNE ARUNDEL COUNTY
* *

LIBER 133 PAGE 573

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Lawrence W. Chaney and Eileen Chaney, his wife and Apex Wood Products Company, Inc., the plaintiffs in the foregoing cause, by Marvin H. Anderson and Anderson & Anderson, their attorneys, respectfully shows:

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

George Brown

Frances Burley, also known as
Frances Price

Abby Mitchell, widow of
Frank Mitchell

Minnie Ann Fisher, also known as
Winnie Ann Fisher, also known as
Winnie (or Minnie) Frank Fisher,
also known as Winnie (or Minnie) Tillman

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

WHEREFORE, your Petitioners pray that the Bill of Complaint be taken Pro Confesso against each of the defendants.

ANDERSON & ANDERSON

by Marvin H. Anderson
Marvin H. Anderson
Attorneys for Plaintiff

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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LAWRENCE W. CHANEY and EILEEN CHANEY, his wife	*	NO. 14,482 EQUITY
and	*	IN THE
APEX WOOD PRODUCTS COMPANY, INC. Plaintiffs	*	CIRCUIT COURT
vs	*	FOR
GEORGE BROWN and others Defendants	*	ANNE ARUNDEL COUNTY

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

LIBER 433 PAGE 574

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order, against all the defendants named herein and all persons having or claiming to have any interest in the real estate therein described.

And it further appearing that subpoenas issued out of this court directed to the defendants, George Brown, Frances Burley, also known as Frances Price, Abby Mitchell, widow of Frank Mitchell, and Minnie Ann Fisher, also known as Winnie Ann Fisher, also known as Winnie (or Minnie) Frank Fisher, also known as Winnie (or Minnie) Tillman, have been returned twice "Non Est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the defendant, Wilbur F. Petherebridge (or Pitherbridge), Trustee named in the Last Will and Testament of Frank Mitchell, deceased, is now deceased, his Last Will and Testament having been duly admitted to probate and recorded among the Probate Records of Anne Arundel County on October 23, 1934, in Will Book Liber G.T.C. No. 1-51, folio 527.

And it further appearing that all of the defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an answer or other pleadings to the Bill of

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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Complaint, and the time within which the defendants could so appear and file an answer having now expired, it is, thereupon, this 25th day of September, 1961, by the Circuit Court for Anne Arundel County in Equity,

ADJUDGED, ORDERED, AND DECREED that the Bill of Complaint be and the same is hereby taken Pro Confesso as against each of the defendants named in the Bill of Complaint and all persons having or claiming to have any interest in the real estate described in these proceedings.

D. Bowie Duckett

JUDGE

32

LAWRENCE W. CHANEY and EILEEN CHANEY, his wife	*	NO. 14,482 EQUITY
and	*	IN THE
APEX WOOD PRODUCTS COMPANY, INC. Plaintiffs	*	CIRCUIT COURT
vs	*	FOR
GEORGE BROWN and others Defendants	*	ANNE ARUNDEL COUNTY

* *

DECREE

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

It is, thereupon, this 26th day of October, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That the rights of redemption of the respondents, George Brown, Frances Burley, also known as Frances Price, Abby Mitchell, widow of Frank Mitchell, Wilbur F. Petherbridge (or Pitherbridge), Trustee named in the Last Will and Testament of Frank Mitchell, deceased, Josephine Fisher, also known as Josephine Butler, Mary Ellen Fisher, also known as Mary Ellen Evans, Sellman (or Selman) Evans, her husband, Elizabeth Fisher, also known as Lizzie Fisher, and Minnie Ann Fisher, also known as Winnie Ann Fisher, also known as Winnie (or Minnie) Frank Fisher, also known as Winnie (or Minnie) Tillman, or anyone claiming by, from, or under them, or any of them in and to the property described in the Bill of Complaint and Certificates of Tax Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

33

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject), is hereby vested in the Complainants Lawrence W. Chaney and Eileen Chaney, his wife, as tenants by the entireties, as to a one-half undivided interest in said property and in the complainant, Apex Wood Products, Inc., a body corporate, as to the other one-half undivided interest in said property and as to the said respective undivided moieties, the same shall be held by their respective owners as tenants in common and not as joint tenants.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County, shall execute a deed conveying said property as aforesaid to Lawrence W. Chaney and Eileen Chaney, his wife, and Apex Wood Products, Inc., a body corporate.

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

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

JUDGE

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34

HERMAN KESS and MARION KESS, his wife Pasadena, Maryland	*	IN THE CIRCUIT COURT
vs.	*	
GEORGE W. WILLIAMS MARY WILLIAMS Address Unknown	*	FOR
and	*	ANNE ARUNDEL COUNTY
ROBERT W. BOTTOMLEY Address Unknown	*	
and	*	NO. 14485 EQUITY
JACOB I. HAMBURGER, Assignee t/a City Finance Company 307 North Eutaw Street Baltimore, Maryland	*	
And all and any persons having or claiming to have any interest in the property containing two (2) acres, more or less, Third Election District, Anne Arundel County, Maryland.	*	

* * * * * * *

BILL OF COMPLAINT TO FORECLOSE
EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Herman Kess and Marion Kess, by Morris Turk, their Solicitor, respectfully represents:

1. That on the 10th day of July, 1961, the Certificate of Tax Sale, being No. 3028 - B, attached hereto and marked "Complainants' Exhibit No. 1," was issued by Edward M. Dunn, Jr., successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainants, which certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said certificate is described as follows:

Certificate No. 3028-B, Two Acres, situated in the Third Election District, Anne Arundel County, Maryland

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Which said property was assessed to George W. Williams and Mary Williams, his wife, being the same property conveyed to said George W. Williams and Mary Williams, his wife, by deed dated May 22, 1924, and from Ruth A. McCubbin, et al, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 82, folio 414; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the date of tax sale, namely, November 14, 1933, was Sixty-Nine Dollars ($69.00).

3. That the description of the property as the same appeared upon the Tax Rolls of the Treasurer of Anne Arundel County for the Third Election District on the day of sale was:

George W. Williams and wife
Two acres, Third Election District,
Anne Arundel County, Maryland

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That the aforesaid parcel of ground, according to the Equity, Law and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, shows that the title of said property was vested in the name of George W. Williams and Mary Williams at the time of tax sale, and that the Board of County Commissioners purchased the said property at tax sale, which tax sale was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 2575, and the said two (2) acres, more or less, was conveyed to the Complainants, Herman Kess and Marion Kess, his wife, by deed dated February 11, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 268, folio 442, a photostatic copy of said deed filed herewith as "Complainants' Exhibit No. 2" and prayed to be taken as a part hereof.

5. That the Defendant, Robert W. Bottomley, is joined herein for the purpose of foreclosing any right or interest he may have as a purchaser of said property at tax sale on July 21, 1931, from C. Albert Hodges, County Treasurer at that time, and for which sale no deed was executed to said Robert W. Bottomley, and the Defendant, Jacob I. Hamburger, trading as City Finance Company, is joined herein for the purpose of foreclosing any right or interest he may have as assignee of a certain mortgage dated August 27,

1927, from George W. Williams and Mary Williams, his wife, to The City Finance Company, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 21, folio 256, said assignment being dated August 1, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 49, folio 464.

6. That the aforesaid lot of ground has not been redeemed by any party in interest, although more than one year and a day from the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland.

7. That the addresses as shown above is the last known address or the address is unknown and not indicated from the Tax or Land Records of Anne Arundel County, and your Complainants do not know whether or not they are residents of the State of Maryland.

8. That the amount necessary for the redemption of the aforementioned two (2) acres at the time of the tax sale is Sixty-Nine Dollars ($69.00) which is the amount paid for said property at said tax sale, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainants or their Grantors as to the aforesaid property under the provisions of the Acts of 1943 aforesaid, as amended, or as the Court may grant.

9. That the Complainants pray for an Order of Publication directed to all the parties in interest in the aforementioned property:

TO THE END, THEREFORE,

(a) That this Honorable Court pass a final decree foreclosing all the rights of redemption of the Respondents herein, in and to the aforementioned two (2) acres conveyed to Herman Kess and Marion Kess, his wife, by the Board of County Commissioners of Anne Arundel County.

(b) That the Court pass a final decree whereby there will be vested in the Complainants an absolute and indefeasible title to the property aforesaid, in fee simple,

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free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public easements to which the property are subject, and authorizing the Treasurer of Anne Arundel County to execute a deed for the same to the Complainants.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 21st day of September, 1961, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other and further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

Herman Kess
Herman Kess

Marion Kess
Marion Kess

Morris Turk
Morris Turk
Maryland Inn
Annapolis, Maryland
COlonial 3-4341

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Herman Kess and Marion Kess, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Margaret P. Holmes
Notary Public

LIBER 133 PAGE 582

No. 14485

No 3028-B CERTIFICATE OF TAX SALE

I, Edward M. Dunn Jr, successor to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Nov. 14, 1933 I sold to A. A. Co. Comm. at public auction for the sum of 69.00 Dollars and ..... Cents, of which 69.00 Dollars has been paid as a deposit on the property in Dist 3. described as 2 acres more or less

and assessed to George W. Williams & Mary Williams

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ Nov 15, 1934, 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 tenth day of July 1961

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of ~~October~~ July, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1963

FILED
1961 JUL 13 AM 11

"COMPLAINANTS' EXHIBIT No. 1"

5

[illegible]

LIBER 133 PAGE 583

11th

No. 14,485

This Deed, Made this day of February, in the year one thousand nine hundred and Forty-one, by and between County Commissioners

of Anne Arundel County, a body corporate, in the State of Maryland, of the first part, and Herman Kess and Marion Kess, his wife, parties

of the second part, Grantees.

Witnesseth, that in consideration of the [illegible] good and valuable consideration [illegible] the first part, the [illegible]

the said County Commissioners [illegible]

do grant and convey unto the said [illegible], his wife, as tenants by the entireties, the survivor of them,

their----- heirs and assigns, in fee simple, all that ~~the eastern one half of a~~ lot of ground, situate, lying and being in the Third Election District of Anne Arundel County, containing two ~~one~~ acres of land, more or less. being all ~~a part~~ of that tract of land which was conveyed to the above Grantor by ~~[illegible]~~ C. Albert Hodges, late Treasurer of Anne Arundel County, by deed dated February 11, 1941, and recorded prior to the recording of this Deed.

"COMPLAINANTS' EXHIBIT No. 2"

FILED

1961 JUL 13 AM 11:20

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 [illegible] and premises, above described and mentioned, and hereby [illegible] conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said [illegible] the survivor of [illegible] heirs and assigns, in fee-simple.

~~And the said part [illegible] of the first part hereby covenant that [illegible] not done or suffered to [illegible] any act matter or thing whatsoever to encumber the property hereby conveyed; that [illegible] will warrant specially the property granted; and that [illegible] will execute such further assurances of the same as may be requisite.~~

[illegible] of [illegible] affixed and attested by [illegible].

~~Witness the hands and seals of said grantor~~ [illegible] Anne Arundel County,

TEST:

[illegible] (SEAL)

[illegible] President.

R. Harry [illegible]

R. Harry Arnold-Clerk.

[illegible] (SEAL)

7

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 11th day of February, in the year one thousand nine hundred and Forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate,

[illegible] grantor, and [illegible] acknowledged the foregoing Deed to be the act of said body corporate.

As Witness my hand and Notarial Seal.

Lina Johnson
Lina Johnson
Notary Public.

DEED

FROM

County Commissioners of Anne Arundel County, a body corporate

TO

Herman Kent [illegible] Marion K[illegible], his wife.

Pasadena, Md.

BLOCK NO.

Received for Record [illegible] 19 — at [illegible] o'clock — M. Same day recorded in Liber [illegible] No. [illegible] Folio [illegible] &c one of the Land Records of Baltimore [illegible], and examined per [illegible], Clerk

Cost of Record, $ [illegible]

Approved: February 11, 1941.

By Benj. Michaelson
Counsel to Board.

ANT PRESS, ANNAPOLIS, MD

[illegible] R. Harry Arnold, Clerk.

Pd.

George Williams
Mary Williams

LIBER 133 PAGE 586

HERMAN KESS and
MARION KESS, his wife
Pasadena, Maryland

vs.

GEORGE W. WILLIAMS
MARY WILLIAMS
Address Unknown

and

ROBERT W. BOTTOMLEY
Address Unknown

and

JACOB I. HAMBURGER, Assignee
t/a City Finance Company
307 North Eutaw Street
Baltimore, Maryland

And any and all persons having or claiming to have any interest in the property containing two (2) acre, more or less, Third Election District, Anne Arundel County, Maryland.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,485 EQUITY

* * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to foreclose all rights of redemption in and to all that lot of ground situate in the Third Election District, Anne Arundel County, Maryland, containing two (2) acres, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the Board of County Commissioners of Anne Arundel County, who have conveyed said property to the Complainants by deed dated February 11, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 268, folio 442. Being the same property conveyed to George W. Williams and Mary Williams, his wife, by deed dated May 22, 1924, from Ruth A. McCubbin, et al, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 82, folio 414.

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

FILED

1961 JUL 13 AM 11:19

9

It is thereupon, this 13th day of July, 1961, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all persons interested in said property to be and appear in this Court by the 21st day of September, 1961, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell
George T. Cramwell, Clerk

True copy test:

Clerk

10

WEBSTER S. BLADES
MOSES W. ROSENFELD
JULIUS NOVEY
CHARLES M. CAHN, JR.
PAUL C. WOLMAN, JR.

EUGENE H. SCHREIBER
S. LEONARD ROTTMAN
J. GORDON FIRSTMAN

LAW OFFICES OF
BLADES & ROSENFELD
912 FIDELITY BUILDING
BALTIMORE 1, MD.

TELEPHONE
LEXINGTON 9-7858

July 17, 1961

Mr. George T. Cromwell, Clerk
Circuit Court of Anne Arundel County
Annapolis, Maryland

Dear Mr. Clerk:

An Equity subpoena was served upon my client, Jacob I. Hamburger, t/a City Finance Company, in Equity Case # 14, 485 captioned "Herman Kess & Marion Kess, his wife vs. George W. Williams, et al". The nature of the case is a bill of complaint to foreclose Equity of Redemption.

Please be advised that my client has no interest in the property in question and does not plan to attend the hearing and has no objection to the passing of a final decree foreclosing all rights of Redemption in the property in question.

Very truly yours,

Charles M. Cahn, Jr.

CMC:lms

cc: Mr. Irving Applefeld
City Finance Company

FILED

1961 JUL 18 AM 9:20

11

MORRIS TURK, SOLICITOR
Maryland Inn, Annapolis,
Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,485 Equity

HERMAN KESS and
MARION KESS, his wife
Pasadena, Maryland
versus
GEORGE W. WILLIAMS
MARY WILLIAMS
Address Unknown
and
ROBERT W. BOTTOMLEY
Address Unknown
and
JACOB I. HAMBURGER, Assignee t-a City Finance Company
307 North Eutaw Street
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the property containing two (2) acre, more or less. Third Election District, Anne Arundel County, Maryland.

Order Of Publication

The object of this proceeding is to foreclose all rights of redemption in and to all that lot of ground situate in the Third Election District, Anne Arundel County, Maryland, containing two (2) acres, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the Board of County Commissioners of Anne Arundel County, who have conveyed said property to the Complainants by deed dated February 11, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 268, folio 442. Being the same property conveyed to George W. Williams and Mary Williams, his wife, by deed dated May 22, 1924, from Ruth A. McCubbin, et al, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 82, folio 414.

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

It is thereupon, this 13th day of July, 1961, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all persons interested in said property to be and appear in this Court by the 21st day of September, 1961, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

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

A-10

No. 12

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 589

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1961

We hereby certify, that the annexed Order of Publication - Eq 14,485 Herman Kess

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of September, 1961. The first insertion being made the 20th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
AUG 11 PM 1:48

By Morris Tate

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 22nd day of September, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

HERMAN KESS, one of the

plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Jacob I. Hamburger is not in the military service. That the whereabouts of George W. Williams and Mary Williams, his wife and Robert W. Bottomley is unknown.

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 22nd day of September, 19 61.

MORRIS TURK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notarial Seal

Morris Turk
Notary Public

My Commission will expire on: May 6, 1963

Filed,

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1961 SEP 25 PM 2:37

13

LIBER 133 PAGE 591

14485

HERMAN KESS, ET AL

vs.

GEORGE W. WILLIAMS, ET AL

No. 14,485 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents, George W. Williams and Mary Williams, and Robert W. Bottomley, after order of publication duly published ~~(or served) (having been duly summoned)~~ having failed to appear to the bill of complaint and answer same according to the command of the said order of publication (or writ of summons).

It is, thereupon, this 26th day of September 1961, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.

Benjamin Michaelson
Judge

FILED
1961 SEPT. 26

HERMAN KESS and
MARION KESS, his wife

vs.

GEORGE W. WILLIAMS, et al

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 14,485 EQUITY

* * * ** * * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123, Article 781, of the Annotated Code of Maryland (1957 Edition).

IT IS, THEREUPON, this 27th day of October, 1961, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Respondents, or of anyone claiming by, through or under them, in and to the property described in these proceedings, namely, all that tract of land situate in the Third Election District, Anne Arundel County, Maryland, containing two (2) acres.

BEING the same property described in a deed from the Board of County Commissioners of Anne Arundel County to Herman Kess and Marion Kess, his wife, dated September 11, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 268, folio 442.

And having been sold by the Treasurer of Anne Arundel County on November 14, 1933, for the non-payment of taxes, be, and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property,

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MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

15

free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Complainants.

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

4. That the Complainants shall pay the costs of these proceedings.

D. Boone Duckett
Judge

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

16

PETITION FOR FORECLOSURE

LIBER 133 PAGE 594

Scott General Corporation,
Assignee,

VS.

Ralph Calvert and
Wanda C. Calvert,
his wife.

IN THE

CIRCUIT COURT

FOR
~~OF~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

No. 13,941 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 17th day of March A. D. 1958, the defendant executed and delivered to Fairview Federal Savings and Loan Association, a mortgage upon certain leasehold property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 6,550.00 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, by Short Assignment of Mortgage dated August 19, 1960, and recorded among the land records of Anne Arundel County in Liber GTC No. 1191, folio 582, etc., was assigned by the said Fairview Federal Savings and Loan Association unto the said Scott General Corporation, all of which is evidenced by said Petitioner's Exhibit No. 1, as filed herewith.

That a default has occurred in the performance of the covenants and conditions contained in the mortgage by the said defendants herein, wherefore this action is filed.

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.

Thomas Isekoff

Thomas Isekoff
1019-20 Munsey Building,
Baltimore 2, Md.
Attorney for Plaintiff

Sar-7-4426

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1960 AUG 25 AM 9:36

[DR.—CITY OR COUNTY]

LIBER 133 PAGE 595

Mortgage

LIBER 1191 PAGE 579

No. 13,941 Equity

THIS MORTGAGE, Made this seventeenth day of March, in the year Nineteen Hundred and fifty-eight, by and between Ralph Calvert and Wanda C. Calvert, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Six Thousand Five Hundred Fifty Dollars ($ 6,550.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Six Thousand Five Hundred Fifty Dollars ($ 6,550.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Forty-six and 93/100 Dollars ($ 46.93), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of April, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor, individually and in exercise of the power and authority contained in a deed of assignment from The Kenwick Company, dated November 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1165, folio 505,

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING Lot Numbered Fifteen (15) on Plat of Colonial Housing Corporation, Part of Roland Terrace, Anne Arundel County, Md., filed among the Land Records of Anne Arundel County in Cabinet No. 2, Rod E-2, Plat No. 15, New Plat Book No. 17, folio 46. The improvements whereon are known as No. 500 Church Street.

BEING the same lot of ground which, by deed of assignment dated November 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1165, folio 505, was granted and assigned by The Kenwick Company to Ralph Calvert and Wanda C. Calvert, his wife, for life, with the power to mortgage the life estate and remainder estate in said deed referred to, it being the intention the said Ralph Calvert and Wanda C. Calvert by the execution of this mortgage to exercise the power to mortgage said property as set forth in said deed of assignment.

PETITIONER'S EXHIBIT NO. 1

FILED

1960 AUG 25 AM 9:36

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of Ninety-six Dollars, payable in equal semi-annual instalments on the seventh days of May and November, in each and every year.

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its

successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, one hundred and eighty (180) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four percentum (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 he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

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

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

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

WITNESS:

Ralph Calvert (SEAL)
Ralph Calvert

Antoinette M. Granese
Antoinette M. Granese

Wanda C. Calvert (SEAL)
Wanda C. Calvert

_____ (SEAL)

_____ _____ (SEAL)

4

5

LIBER 1191 PAGE 582

LIBER 133 PAGE 598

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 17th day of March, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Ralph Calvert and Wanda C. Calvert, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared ~~John Lettner~~ Harry L. Schrader, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 4, 1959

Rec'd for record Mar 20 1958 at 9 A M.

Mailed to Kohlerman & Dumler

FOR VALUE RECEIVED, Fairview Federal Savings and Loan Association hereby assigns the within mortgage and the debt secured thereby, without recourse, unto SCOTT GENERAL CORPORATION.

WITNESS the corporate seal of Fairview Federal Savings and Loan Association and the signature of its President hereto, this 19th day of August, 1960.

WITNESS:

Jerome C. Neuman
Jerome C. Neuman, Secretary

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Harry L. Schrader
Harry L. Schrader, President

A

ANNE ARUNDEL COUNTY

Mortgage

8986

FROM

RALPH CALVERT

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 20 Day of Mar. 1958 at 9 A.M. and the same day recorded in Liber G.T.C. No. 1191 Fol. 579 Land Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland
1406 FIDELITY BUILDING

$10.50

File No. 6377-T

Property:

500 Church Street

Description approved

Execution approved

Return to Thomas Isekoff 1020 Munsey Bldg Balt 2 Md

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

1960 AUG 23 AM 10:06

& RECORDED IN LIBER G.T.C. NO. 1191 FOLIO 582

GEO. T. CROMWELL, CLERK

Militai Affidavit under Soldiers' and Sa. .rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Scott General Corporation,
Assignee,

vs.

Ralph Calvert and
Wanda C. Calvert,
his wife.

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY
~~BALTIMORE CITY~~
No. 13,941 Equity

LIBER 133 PAGE 599

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

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared H. D. Caplan, Agent, for Scott General Corporation, Assignee, the Plaintiff herein, and made oath in due form of law that he (~~she~~) knows the defendants herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

H. D. Caplan
Affiant.

Subscribed and sworn to before me
this 24 day of August 1960

Carole R. Silverman
Notary Public

R. SILVERMAN
NOTARY PUBLIC
MO. E. MD.

FILED
1960 AUG 25 AM 9:37

6

STATEMENT OF MORTGAGE CLAIM

LIBER 133 PAGE 600

Scott General Corporation,
Assignee,

vs.

Ralph Calvert and
Wanda C. Calvert, his wife,

IN THE

CIRCUIT COURT

~~FOR~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

No. 13,941 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage Debt 3/17/58	$ 6,550.00
Paid on account	84.41
	6,465.59
Interest to 8/25/60	32.32
Total amount now due	$ 6,497.91

Scott General Corporation, Assignee,
by H. D. Caplan
H. D. Caplan-Vice-President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 24 day of August in the year nineteen hundred and sixty, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared H. D. Caplan, Vice-President of Scott General Corporation, 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 the said cause now remaining due and unpaid.

FILED
1960 AUG 25 AM 9:37

CAROL R. SILVERMAN NOTARY PUBLIC BALTIMORE

As witness my hand and Notarial Seal,

Carol R. Silverman
Notary Public.

1

LIBER 133 PAGE 601

DECREE FOR SALE OF MORTGAGE PREMISES

Scott General Corporation, Assignee,	IN THE
vs.	**CIRCUIT COURT**
Ralph Calvert and Wanda C. Calvert, his wife.	~~FOR~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~ IN EQUITY No. 13,941 Equity TERM, 19

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

It, is, Thereupon, This 26th day of August, in the year nineteen hundred and sixty, by the Circuit Court for Anne Arundel County, ~~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 Thomas Isekoff, 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 Eight 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 weekly 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 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.

Principal & interest $6497.91
Int. 10.12
$8016.

D Bowie Duckett
Judge

FILED
1960 AUG 26 PM 3:02

1M—12-58

Dkt 19/105
#13941

REPORT OF SALE

LIBER 133 PAGE 602

Scott General Corporation,
Assignee,

VS.

Ralph Calvert and
Wanda C. Calvert,
~~his wife,~~

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, ~~BALTIMORE COUNTY~~:

The Report of Sale of Thomas Isekoff, Trustee appointed by the decree in the above entitled cause to make sale of the leasehold property known as No. 500 Church Street,

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

a weekly newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 14th day of October, 1960, at two o'clock, P. M., attend on the premises and then and there sold the aforesaid mentioned leasehold property unto Raymond Towsend, at and for the sum of Seventy-three hundred fifty ($7350.00) dollars, subject to the annual rent of $96.00, he being the highest bidder therefore, in accordance with the terms and conditions described in the advertisement attached herewith.

Thomas Isekoff
Trustee.

FILED
1960 OCT 17 AM 9:21

State of Maryland, CITY OF BALTIMORE, SCT: ~~County of Baltimore, Sct.~~

I Hereby Certify, that on this 15th day of October, 1960 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City ~~County~~ of Baltimore aforesaid, personally appeared Thomas Isekoff, 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.

Sidney Neuburger
Sidney Neuburger-Notary Public

THOMAS ISEKOFF, Solicitor
1020 Munsey Building
Baltimore, Md.

Trustee's Sale

ONE AND ONE-HALF STORY WHITE ASBESTOS SHINGLE DWELLING

known as 500 CHURCH STREET 5TH ELEC. DIS. OF ANNE ARUNDEL CO., MD.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, Docket 19, Folio 105 the undersigned Trustee will sell at public auction, on the premises on

FRIDAY, OCT. 14, 1960 AT 2:00 O'CLOCK P.M.

All that lot or parcel of ground situate and lying in the 5th Election District of A. A. Co., Md., described as follows:

BEING LOT numbered Fifteen (15) on Plat of Colonial Housing Corp., part of Roland Terrace, A. A. Co., Md., filed among the Land Records of A.A. Co., in Cabinet No 2 Rod E-2 Plat No. 15, New Plat Book No. 17, folio 46. Annual $96.00 ground rent. Subject to any and all restrictions, agreements, covenants, or easements, etc., affecting same, if any. The improvements thereon, known as 500 Church St. Improved by a one and a half story white asbestos shingle dwelling.

TERMS OF SALE: One-third cash balance in six and twelve months, or all cash, as the purchaser may elect at time of sale; credit payments to bear interest from date of sale and to be secured to the satisfaction of the undersigned Trustee.

A deposite of $700 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from the date of sale. Subject to ratification of the Sale by the Circuit Court for Anne Arundel County.

All taxes, water rents, and all other public charges, including special taxes, and incuding County Sanitary Commission charges, if any, to be adjusted to date of sale.

THOMAS ISEKOFF, Trustee
A. J. BILLIG CO.
Auctioneers
16 E. Fayette St., Balto., 2, Md.
PLaza 2-8440 O-13

LIBER 133 PAGE 603

SCOTT GENERAL CORPORATION, ASSIGNEE, VS RALPH CALVERT and WANDA C. CALVERT, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY DOCKET 19 FOLIO 105

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

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 14th day of October, 1960, sold the property described in the attached advertisement of sale at and for the Sum of Seventy-Three Hundred-fifty ($7350.00) dollars BEING AT THAT FIGURE THE HIGHEST BIDDER THEREFORE, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By _____
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 14th day of October, 1960, purchased the property described in the attached advertisement of sale from Thomas Isekoff, Trustee named in Mortgage, for the sum of Seventy-three Hundred-fifty — ($ 7350.00), and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

x Raymond L. Howard
Purchaser

TEST: _____

FILED
1960 OCT 17 AM 9:21

9

Trustee's Bond LIBER 10 PAGE 394

No. 13941 Equity

1-371-Md.

LIBER 133 PAGE 604

KNOW ALL MEN BY THESE PRESENTS:

315683

THAT WE Thomas Isekoff of 1019-1020 Munsey Building, Baltimore, Maryland as principal, and New Amsterdam Casualty Company a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND AND 00/100 ($8,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 11th day of October in the year of our Lord one thousand nine hundred and sixty

WHEREAS, the above bounden Thomas Isekoff by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County - Md., has been appointed trustee to sell leasehold property No. 500 Church Street - Anne Arundel County - Maryland

mentioned in the proceedings in the case of SCOTT GENERAL CORPORATION - Assignee

vs.

RALPH CALVERT AND WANDA C. CALVERT, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Thomas Isekoff do(es) and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Witness as to principal:

M. S. Kraus

Signed, sealed and delivered M. S. KRAUS *in the presence of*

As to Surety:

M. S. Kraus

M. S. Kraus

Thomas Isekoff (SEAL)

Thomas Isekoff

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: R.H. Nichols (SEAL)

R.H. Nichols Attorney-in-Fact

(SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the .... a corporation of the State of .... does hereby constitute and appoint ....

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court ~~of Baltimore City~~ for Anne Arundel Co Md., 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 ...., 195....

....

By: ....

Vice President

ATTEST:

....

Assistant Secretary

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

................, 19......

....

Assistant Secretary

FILED

1960 OCT 13 AM 11:56

Bond approved this 13 day of October, 1960

George T. Cromwell, Clerk

THOMAS ISEKOFF, Solicitor
1020 Munsey Building
Baltimore, 1

Trustee's Sale

ONE AND ONE-HALF STORY WHITE ASBESTOS SHINGLE DWELLING

known as 500 CHURCH STREET 5TH E L E C. DIS. OF ANNE ARUNDEL CO., MD.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, Docket 19, Folio 105 the undersigned Trustee will sell at public auction, on the premises on

FRIDAY, OCT. 14, 1960 AT 2:00 O'CLOCK P.M.

All that lot or parcel of ground situate and lying in the 5th Election District of A. A. Co., Md., described as follows:

BEING LOT numbered Fifteen (15) on Plat of Colonial Housing Corp., part of Roland Terrace, A. A. Co., Md., filed among the Land Records of A.A. Co., in Cabinet No. 2 Rod E-2 Plat No. 15, New Plat Book No. 17, folio 46. Annual $96.00 ground rent. Subject to any and all restrictions, agreements, covenants, or easements, etc., affecting same, if any. The improvements thereon, known as 500 Church St. Improved by a one and a half story white asbestos shingle dwelling.

TERMS OF SALE: One-third cash balance in six and twelve months, or all cash, as the purchaser may elect at time of sale; credit payments to bear interest from date of sale and to be secured to the satisfaction of the undersigned Trustee.

A deposite of $700 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from the date of sale. Subject to ratification of the Sale by the Circuit Court for Anne Arundel County.

No. M All taxes, water rents, and all other public charges, including special taxes, and including County Sanitary Commission charges, if any, to be adjusted to date of sale.

THOMAS ISEKOFF, Trustee
A. J. BILLIG CO.
Auctioneers
16 E. Fayette St., Balto., 2, Md.
PLaza 2-8440 O-13

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 605

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1960

We hereby certify, that the annexed

"Trustee's Sale
13,941 Equity
500 Church St."

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 14th day of October, 1960. The first insertion being made the 23rd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960
OCT 18 PM 1:31

By H. Tulghman

THOMAS ISEKOFF, Solicitor
1020 Munsey Building
Baltimore, Md.

Trustee's Sale

ONE AND ONE-HALF STORY WHITE ASBESTOS SHINGLE DWELLING

known as 500 CHURCH STREET 5TH E L E C. DIS. OF ANNE ARUNDEL CO., MD.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, Docket 19, Folio 105 the undersigned Trustee will sell at public auction, on the premises on

FRIDAY, OCT. 14, 1960 AT 2:00 O'CLOCK P.M.

All that lot or parcel of ground situate and lying in the 5th Election District of A. A. Co., Md., described as follows:

BEING LOT numbered Fifteen (15) on Plat of Colonial Housing Corp., part of Roland Terrace, A. A. Co., Md., filed among the Land Records of A.A. Co., in Cabinet No 2 Rod E-2 Plat No. 15, New Plat Book No. 17, folio 46. Annual $96.00 ground rent. Subject to any and all restrictions, agreements, covenants, or easements, etc., affecting same, if any. The improvements thereon, known as 500 Church St. Improved by a one and a half story white asbestos shingle dwelling.

TERMS OF SALE: One-third cash balance in six and twelve months, or all cash, as the purchaser may elect at time of sale; credit payments to bear interest from date of sale and to be secured to the satisfaction of the undersigned Trustee.

A deposite of $700 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from the date of sale. Subject to ratification of the Sale by the Circuit Court for Anne Arundel County.

All taxes, water rents, and all other public charges, including special taxes, and incuding County Sanitary Commission charges, if any, to be adjusted to date of sale.

THOMAS ISEKOFF, Trustee
A. J. BILLIG CO.
Auctioneers
16 E. Fayette St., Balto., 2, Md.
PLaza 2-8440
O-13

13

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 606

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1960

We hereby certify, that the annexed
Trustee's Sale
13,941 Equity
500 Church St.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1960. The first insertion being made the 22nd day of September, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1960 OCT 18 PM 1:31

By H. Tilghman

ORDER NISI

LIBER 133 PAGE 607

Scott General Corporation, Assignee

versus

Ralph Calvert and
Wanda C. Calvert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,941 Equity

Ordered, this 17th day of October, 19 60, That the sale of the Property in these proceedings mentioned made and reported by Thomas Isekoff, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

The report states that the amount of sale was $ 7350.00

George T. Cromwell Clerk.

True Copy,

FILED
1960 OCT 17 AM 9:21

TEST: Clerk.

(Final Order)

Scott General Corporation, Assignee

versus

Ralph Calvert and
Wanda C. Calvert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of November, 1960 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bowie Duckett

FILED
1960 NOV 23 AM 10:53

14

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 133 PAGE 608

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

13,941 Equity

Scott General Corporation, Assignee

VERSUS

RALPH CALVERT and WANDA C. CALVERT, his wife

Ordered this 17th day of October, That the sale of the Property in these proceedings mentioned made and reported by Thomas Isekoff, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

The report states that the amount of sale was $7,350.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

n-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1960

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,941

Ralph Calvert

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1960. The first insertion being made the 20th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17719 1960 NOV 15 PM 1:41 By H. Wilgherman

15

LIBER 133 PAGE 609

SCOTT GENERAL CORPORATION, ASSIGNEE 111 N. Charles Street Baltimore, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
RALPH CALVERT and WANDA C. CALVERT, HIS WIFE 500 Church Street Baltimore, Maryland	:	IN EQUITY NO. 13941

: : : : : : : : : : :

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Carnegie Realty, Inc. by Saul J. McGrane, its Solicitor, respectfully represents unto Your Honor:

1. That heretofore on the 17th day of March, 1958, Ralph Calvert and Wanda C. Calvert, his wife, did execute and deliver unto Fairview Federal Savings & Loan Association, a mortgage covering property known as 500 Church Street, in the County of Anne Arundel, State of Maryland.

2. That subsequently said mortgage was foreclosed by the Scott General Corporation and Thomas Isekoff, Esquire, was appointed trustee by this Honorable Court for the purpose of selling the property known as 500 Church Street at public auction on October 14, 1960, at 2 o'clock PM.

3. That on October 14, 1960, at 2 o'clock PM, the property was sold by Thomas Isekoff at public auction and purchased by Raymond Towsend.

4. That subsequently thereafter the said Raymond Towsend did assign his right, title and interest in the aforementioned property to Carnegie Realty, Inc., a Maryland Corporation.

5. That Thomas Isekoff, trustee, did report the sale to this Honorable Court naming Raymond Towsend as the purchaser.

FILED

1961 SEP 14 PM 1:09

16

6. This Petition is filed for the purpose of procuring an Order of this Honorable Court authorizing Thomas Isekoff to substitute Your Petitioner, Carnegie Realty, Inc., as purchaser of the aforementioned property in the place and stead of Raymond Towsend.

WHEREFORE, Your Petitioner prays:

That an Order may be passed by the Circuit Court for Anne Arundel County authorizing Thomas Isekoff to substitute Your Petitioner, Carnegie Realty, Inc., as purchaser of 500 Church Street in the place and stead of Raymond Towsend.

AND, as in duty bound, etc.

Saul J. McGrane
Solicitor for Petitioner
1303 Tower Bldg (2)
SA-7-8338

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of August, 1961, before me, a Notary Public, in and for the City of Baltimore, State of Maryland, as aforesaid, personally appeared Saul J. McGrane, Solicitor and Attorney for Carnegie Realty, Inc., and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

As witness my hand and notarial seal.

Notary Public

We hereby assent to the passage of a proper decree in the aforegoing.

WITNESS:

Saul J. McGrane — Raymond Towsend
Raymond Towsend

Saul J. McGrane — Thomas Isekoff
Thomas Isekoff

LIBER 133 PAGE 611

SCOTT GENERAL CORPORATION, ASSIGNEE 111 N. Charles Street Baltimore, Maryland	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RALPH CALVERT and WANDA C. CALVERT, HIS WIFE 500 Church Street Baltimore, Maryland	:	IN EQUITY NO. 13941

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

ORDER

It is this 14th day of September, 1961, ORDERED by the Circuit Court for Anne Arundel County, that Thomas Isekoff, trustee, hereby substitute Carnegie Realty, Inc. in the place and stead of Raymond Towsend as the purchaser of the property known as 500 Church Street, which was foreclosed and sold at public auction on October 14, 1960.

O. Bowie Duckett

JUDGE

FILED

1961 SEP 15 AM 11:26

19

In the Case of

Scott General Corporation,
Assignee
vs.
Ralph Calvert
and
Wanda C. Calvert, his wife

In the
Circuit Court
For
Anne Arundel County
No. 13,941 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

September 22, 1961

FILED
1961 SEP 26 AM 9:52

Dr. Scott General Corporation, Assignee vs. Ralph Calvert and Wanda C. Calvert, his wife

in ac.

To Assignee for Fee, viz:	75	00		
To Assignee for Commissions, viz:	253	07	328	07
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	50		
Jos. C. Deegan - Sheriff's costs	1	00		
Auditor - stating this account	18	00	72	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	74	24		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
The Sun - advertising sale	28	80		
New Amsterdam Casualty Co. - bond premium	32	00		
A. J. Billig & Co. - auctioneer's fee	243	75		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Carole R. Silverman - notary fees	1	00		
Sidney Neuberger - notary fee		50	415	54
To Assignee for Ground Rent, viz: Semi-annual ground rent ($48.00) due 11/7/60 - 5 months 7 days	41	89	41	89
To Scott General Corporation, Assignee of the mortgage filed in these proceedings - in full for mortgage claim, viz:				
Amount of mortgage claim filed	6,497	91		
Interest @ 6% on principal balance of $2,257.15 ($4,208.44, with interest thereon, having been paid on account) from 4/15/61 to 10/30/61 - 6 months 15 days	73	36		
Ground rent due 11/7/60 paid by mortgagee	48	00	6,619	27
To Ralph Calvert and Wanda C. Calvert, his wife, mortgagors - this balance	44	30	44	30
			7,521	57

with Thomas Isekoff, Trustee Cr.

1960						
Oct.	14	Proceeds of Sale	7,350	00		
		Interest on deferred payment to 12/31/60	85	57	7,435	57
		Refund 1960 State and County taxes ($165.41) - 2 months 17 days	35	10		
		Refund 1960 water and sewer benefit charges ($13.95) - 2 months 17 days	2	90	38	00
		Ground rent due 11/7/60 - paid by assignee	48	00	48	00
					7,521	57

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ORDER NISI LIBER 133 PAGE 615

Scott General Corporation,
Assignee

VERSUS

Ralph Calvert
and
Wanda C. Calvert, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,941 Equity.

ORDERED, This 26th day of September, 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th 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 30th day of October next.

George T. Cromwell

1961 SEP 26 PM 1 9:52

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of October, 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 NOV -1 PM 12:08

V. Bowie Duckett

LIBER 133 PAGE 616

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1961

We hereby certify, that the annexed

Order Nisi - Circuit Court Eq. 13,941

Ralph Calvert

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of October, 1961. The first insertion being made the 23rd day of September, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marion Yates

FILED

1961 OCT 24 PM 2:45

No. M. G. 23449

24.

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 13,941 EQUITY

Scott General Corporation,
Assignee

versus

RALPH CALVERT and
WANDA C. CALVERT, his wife

Ordered, this 26th day of September, 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 th 30th 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 30th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-12